

Cuong M. Nguyen (SBN 248586)  
*cmnguyen@ww.law*

WOLFE & WYMAN LLP  
1310 H Street  
Sacramento, California 95814  
Telephone: (916) 912-4700  
Facsimile: (949) 475-9203

Attorneys for Defendant  
CENLAR FSB

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

THEYA KANAGARATNAM,

Plaintiff,

v.

CENLAR FSB,

Defendants.

Case No.: 3:23-cv-02637-JD

Hon. James Donato  
Courtroom 11

**REQUEST FOR JUDICIAL NOTICE  
IN SUPPORT OF CENLAR FSB'S  
MOTION TO DISMISS PLAINTIFF'S  
FIRST AMENDED COMPLAINT**

Date: January 8, 2026  
Time: 10:00 AM  
Courtroom: 11

**TO ALL PARTIES HEREIN AND THEIR COUNSEL OF RECORD:**

Pursuant to the Federal Rules of Evidence, Rule 201, Defendant CENLAR FSB respectfully requests that the Court take judicial notice of the following documents in support of its Motion to Dismiss Plaintiff, THEYA KANAGARATNAM's First Amended Complaint.

Under Federal Rules of Evidence 201, facts appropriate for judicial notice are those "not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned." Fed. R. Evid. 201(b). Notably, the Court may "take judicial notice of facts that are a matter of public record." *Hefner v. Chao*, 2009 WL 2485754, \*1 (S.D.

1 Cal. 2009); *Lee v. City of Los Angeles*, 250 F. 3d 668, 689 (9th Cir. 2001); *Mack v. South Bay Beer*  
 2 *Distrib.*, 798 F. 2d 1279, 1282 (9th Cir. 1986) (overruled in part on other grounds by *Astoria Federal*  
 3 *Sav. and Loan Ass'n v. Solimino*, 501 U.S. 104 (1991)). Defendant requests that the Court take judicial  
 4 notice of the following documents:

5 1. Deed of Trust, recorded on October 10, 2006 in the Official Records for the County  
 6 of Alameda, as Instrument No. 2006381619, a true and correct of which is attached hereto as  
 7 **Exhibit “A”** and incorporated herein by reference.

8 2. Substitution of Trustee, recorded on June 30, 2022 in the Official Records for the  
 9 County of Alameda, as Instrument No. 2022120202 a true and correct of which is attached hereto as  
 10 **Exhibit “B”** and incorporated herein by reference.

11 3. Notice of Default, recorded on August 10, 2022 in the Official Records for the  
 12 County of Alameda, as Instrument No. 2022140495 a true and correct of which is attached hereto as  
 13 **Exhibit “C”** and incorporated herein by reference.

14 4. Complaint in Case No. 3:23-cv-01110 a true and correct of which is attached hereto  
 15 as **Exhibit “D”** and incorporated herein by reference.

16 5. Plaintiff’s petition in Case No. cv-23-80106-misc a true and correct of which is  
 17 attached hereto as **Exhibit “E”** and incorporated herein by reference.

18 6. United States District Court, Northern District of California order dated April 6,  
 19 2023, dismissing Plaintiff’s petition in Case No. cv-23-80106-misc a true and correct of which is  
 20 attached hereto as **Exhibit “F”** and incorporated herein by reference.

21 7. Summary of Your Assets and Liabilities and Certain Statistical Information filed in  
 22 the matter of *In Re Kanagaratnam* in the United States Bankruptcy Court, Northern District of  
 23 California, Case No. 24-40209, a true and correct of which is attached hereto as **Exhibit “G”** and  
 24 incorporated herein by reference.

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26 ///

27 ///

28 ///



8. Final Decree filed in the matter of *In Re Kanagaratnam* in the United States Bankruptcy Court, Northern District of California, Case No. 24-40209, a true and correct of which is attached hereto as **Exhibit “H”** and incorporated herein by reference.

DATED: November 21, 2025

WOLFE & WYMAN LLP

By: /s/ Cuong M. Nguyen

CUONG M. NGUYEN

Attorneys for Defendant,

**CENLAR FSB**

# EXHIBIT A

2

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO



2006381619

10/10/2006 02:49 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 31.00

**When Recorded Mail To:**

Nationwide Appraisal Services Corp.  
380 Southpointe Blvd.  
Plaza I, Suite 300  
Canonsburg, PA 15317  
(800) 920-0050

20218293



8 PGS

**This Instrument Was Prepared By:**

SHILPA PANSANIA  
Citibank  
P.O. Box 790017, MS 221  
St. Louis, MO 63179  
(800) 925-2484

102  
8  
SC

**Home Equity Line of Credit DEED OF TRUST**

ACCOUNT NO.: 106091318334000

In this Deed, "You", "Your" and "Yours" means, THEYA KANAGARATNAM, A SINGLE WOMAN, of 2316 LAKESHORE AV. 16, OAKLAND, CA 94606, each person signing as trustor. "We," "Us" and "Our" means CITIBANK, N.A. (. The "Trustee" means Verdugo Trustee Service Corporation or any successor appointed pursuant to Paragraph 26 of this Deed of Trust. The "Borrower" means the individual(s) who has(ve) signed the Home Equity Line of Credit Agreement and Disclosure (the "Agreement") of even date herewith and in connection with this Deed of Trust.

\*Borrower

The "Property" means the real estate, including the leasehold (if any), located at 2316 LAKESHORE AV. 16, OAKLAND, CA 94606 and having the legal description attached to and made a part of this Deed of Trust.

THIS MORTGAGE between You, Trustee and Us is made as of the date next to Your first signature below and has a final maturity date 30 years and 2 months from such date.

see "schedule A" for legal

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Deed of Trust may not exceed \$100,000.00 (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the Credit Limit plus interest and other charges owing under the Agreement and amounts owing under this Deed of Trust. Obligations under the Agreement, Deed of Trust and any riders thereto shall not be released even if all indebtedness under the Agreement is paid, unless and until We cause a reconveyance of the Property to be executed to You and such reconveyance is properly recorded.

TO SECURE to Us: (a) the payment and performance of all indebtedness and obligations of the Borrower under the Agreement or any modification or replacement of the Agreement; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of any future advances made by Us to Borrower (pursuant to Paragraph 16 of this Deed of Trust (herein "Future Loan Advances")) and, in consideration of the indebtedness herein recited and the trust herein created, You hereby irrevocably grant and convey to Trustee, in trust, with, if allowed by applicable law, power of sale, the Property.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to You to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property (which, if this Deed of Trust is on a unit in a condominium project or planned unit development, shall include the common elements in such project or development associated with such unit), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property.

citibank®

**Deed of Trust, continued**

IN WITNESS WHEREOF, YOU HAVE EXECUTED THIS DEED OF TRUST, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED ON PAGES 2 THROUGH 6 FOLLOWING.

Theya Kanagaratnam 10/03/2006  
 Trustor: **THEYA KANAGAPATNAM**  
☐ Married ☐ Unmarried

Trustor:  
☐ Married ☐ Unmarried

Theya Kanagaratnam  
 Trustor: **THEYA KANAGARATNAM**  
☐ Married ☐ Unmarried

Trustor:  
☐ Married ☐ Unmarried

☐ Married☐ Unmarried☐ Married☐ Unmarried

STATE OF CALIFORNIA  
 COUNTY OF Alameda

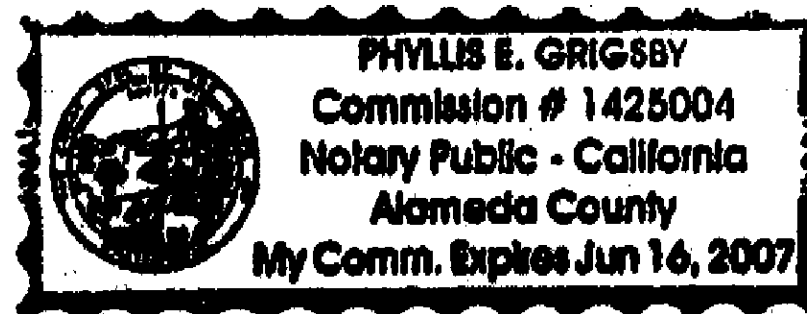
On 10/03/2006, before me,

Phyllis E. Grigsby, Notary Public  
 personally appeared **THEYA KANAGAPATNAM** personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Person Taking Acknowledgment)

MY COMMISSION EXPIRES ON:



(Signature of Person Taking Acknowledgment Typed, Printed or Stamped)

You covenant that You are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for the encumbrances of record and any first deed of trust. You covenant that You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Us as of the date of this Deed of Trust.

You and We covenant and agree as follows:

- 1. Payment of Indebtedness.** Borrower shall promptly pay when due the indebtedness secured by this Deed of Trust including, without limitation, that evidenced by the Agreement.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Us under the Agreement will be applied to the principal balance and any finance charges, late charges, collection costs, and other charges owing with respect to the indebtedness secured by this Deed of Trust in such order as We may choose from time to time.
- 3. Charges; Liens.** Except as expressly provided in this Paragraph 3, You shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, by Your making payments, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment.





## Deed of Trust, continued

You shall make payments, when due, on any indebtedness secured by a deed of trust or other lien that is prior in right time to this Deed of Trust (a "Prior Deed of Trust"). You shall promptly discharge the lien of any Prior Deed of Trust not disclosed to Us in writing at the time of application for the Agreement, provided, however, that You shall not be required to discharge any such lien so long as You shall (a) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance satisfactory to Us subordinating such lien to the Deed of Trust. You shall not enter into any agreement with the holder of a Prior Deed of Trust whereby such Prior Deed of Trust, or the indebtedness secured thereby is modified, amended, extended or renewed, without Our prior written consent. You shall neither request nor allow any future advances to be secured by a Prior Deed of Trust without Our prior written consent.

**4. Hazard Insurance.** You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods as We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgage clause in favor of and in form and substance satisfactory to Us. In the event of loss, You shall give prompt notice to the insurance carrier and Us. We may make proof of loss if not made promptly by You.

If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Deed of Trust.

If the Property is acquired by Us under Paragraph 14 of this Deed of Trust, all of Your right, title and interest in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Us to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

The provisions of this Paragraph 4 shall be subject to the provisions of Paragraph 5 if this Deed of Trust covers a unit in a condominium project or planned unit development.

**5. Preservation and Maintenance of Property; Condominiums and Planned Unit Developments.** If this Deed of Trust is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all of Your obligations under the declaration or covenants creating or governing the Condominium Project, the by-laws and regulations of the Condominium Project, and all constituent documents (herein "Project Documents"), including the payment when due of assessments imposed by the homeowners association or other governing body of the Condominium Project (herein "Owner's Association"); (b) You shall be deemed to have satisfied the insurance requirements under Paragraph 4 of this Deed of Trust if the Owners Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards (including flood insurance) as We may require, and in such amounts and for such periods as We may require naming Us as additional loss payee; (c) the provisions of any Project Documents regarding the application of any insurance proceeds from "master" or "blanket" policies covering the Condominium Project shall supersede the provisions of Paragraph 4 of this Deed of Trust to the extent necessary to avoid conflict between the provisions thereof and hereof; (d) You hereby assign to Us the right to receive distributions on account of the Property under "master" or "blanket" policies covering the Condominium Project to the extent not applied to the restoration or repair of the Property, with any such distributions in excess of the amount necessary to satisfy in full the obligations secured by this Deed of Trust being paid to You; (e) You shall give Us prompt written notice of any lapse in any insurance coverage under a "master" or "blanket" policy on the Condominium Project; and (f) You shall not, without Our prior written consent, consent to either (i) the abandonment or termination of the Condominium Project (except for the abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking or condemnation or eminent domain), (ii) any material amendment to the Project Documents (including any change in the percentage interests of the unit owners in the Condominium Project), or (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project. If the Property has rental units, You shall maintain insurance against net loss in addition to the other hazards for which insurance is required herein.

**6. Protection of Our Security.** If You fail to perform Your obligations under this Deed of Trust, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs) to perform Your obligations or to protect Our interests. Any amounts disbursed by Us pursuant to this Paragraph 6, with interest thereon at the variable rate described in the Agreement, shall become indebtedness secured by this Deed of Trust (except as expressly provided herein). Nothing contained in this Paragraph 6 shall require Us to incur any expense or take any action hereunder.



## Deed of Trust, continued

7. **Inspection.** We or Our agents may enter and inspect the Property, after giving You reasonable prior notice.
8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Us. Neither Borrower nor You will be relieved of any obligation to make payments if We apply the award received to the outstanding balance owed.  
If You abandon the Property, or if, after notice by Us to You that the condemnor offers to make an award or settle a claim for damages, You fail to respond to Us within thirty (30) days after the date such notice is mailed, We are authorized to collect and apply the proceeds in the same manner as provided in Paragraph 4 hereof.
9. **Forbearance Not a Waiver.** Any forbearance by Us in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy in the future. Any waiver by Us must be in writing and signed by Us.
10. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, Your and Our respective successors and assigns, subject to the provisions of Paragraph 13 hereof. All Your covenants and agreements shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof. Any Trustor who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Trustor's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Trustor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note without that Trustor's consent and without releasing that Trustor or modifying this Deed of Trust as to that Trustor's interest in the Property.
11. **Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to You provided for in this Deed of Trust shall be given by personal delivery or by mailing such notice by first-class postage paid, addressed to You at the address of the Property shown at the beginning of the Deed of Trust or at such other address as You may designate by notice to Us as provided herein, and (b) any notice to Us shall be given by personal delivery or by mailing such notice by certified mail, return receipt requested, to Our address stated herein or to such other address as We may designate by notice to You as provided herein.
12. **Severability.** If any term of this Deed of Trust is found to be unenforceable, all other provisions will remain in full force.
13. **Due on Transfer Provision - Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Our prior written consent, We may, at Our option, require immediate payment in full of all sums secured by this Deed of Trust. However, We shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Deed of Trust. If We exercise this option, We shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which all sums secured by this Deed of Trust must be paid. If these sums are not paid prior to the expiration of this period, We may invoke any remedies permitted by this Deed of Trust without further notice or demand on You.
14. **Default.** If You breach any term in this Deed of Trust, or if Borrower fails to perform any obligation under the Agreement, We may, at Our option, declare all sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale under this Deed of Trust and any other remedies permitted by law. We may collect from You all reasonable costs incurred in enforcing the terms of this Deed of Trust, including attorney's fees and allocated costs of Our salaried employees.
15. **Assignment of Rents.** As additional security hereunder, You hereby assign to Us the rents of the Property; provided, however, that You shall have, prior to acceleration under Paragraph 14 hereof or abandonment of the Property, the right to collect and retain such rents as they become due and payable.
16. **Future Loan Advances.** Upon Your request, We at Our option may make Future Loan Advances to You or Borrower. Such Future Loan Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by a promissory note or agreement stating that said note or agreement is so secured.
17. **Release.** Upon payment of all sums secured by this Deed of Trust and upon (a) expiration of the Agreement or (b) Your request, We shall release this Deed of Trust and You shall pay all costs of recordation, if any.





## Deed of Trust, continued

18. **Appointment of Receiver; Lender in Possession.** Upon acceleration under this Deed of Trust or abandonment of the Property, We shall be entitled to have a receiver appointed by a court to enter upon, take possession of, and manage the Property and collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees and premiums on the receiver's bonds and reasonable attorneys' fees and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.
19. **Statement of Obligation.** We may collect a fee for furnishing a statement of obligation in an amount not to exceed the maximum amount permitted under applicable law.
20. **No Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for Our benefit in any capacity, without Our prior written consent.
21. **Fixture Filing.** This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used in this Deed of Trust and with respect to any goods or other personal property that may now or hereafter become such fixtures.
22. **Third Party Waivers.** In the event that any of You has not also signed the Agreement as Borrower, each of You: (a) agrees that We may, from time to time, without notice to, consent from or demand on You, and without affecting or impairing in any way any of Our rights or Your obligations, (i) renew, extend, accelerate, compromise or change the interest rate or other terms of the Agreement and any promissory note or agreement evidencing a Future Loan Advance, and (ii) accept, waive and release other security (including guarantees) for the obligations arising under the Agreement or any promissory note or agreement evidencing a Future Loan Advance, and (b) waives (i) any right to require Us to proceed against any Borrower or any other person, proceed against or exhaust any security for the obligations secured by this Deed of Trust or pursue any other remedy in Our power whatsoever, (ii) any defense or right against Us arising out of any disability or other defense or cessation of liability of any Borrower for any reason other than full payment, (iii) any defense or right against Us arising out of Our foreclosure upon the Property, even though such foreclosure results in the loss of any right of subrogation, reimbursement or other right You have against any Borrower, (iv) all presentments, diligence, protests, demands and notice of protest, dishonor, and nonperformance, (v) until payment in full of the indebtedness secured by this Deed of Trust, any right of subrogation or the benefit of any security for such indebtedness, and (vi) the benefit of the statute of limitations affecting the Property to the extent permitted by law. Any partial payment by Borrower or other circumstance that operates to toll any statute of limitations as to such person shall operate to toll such statute as to You.
23. **Choice of Law.** The Deed of Trust will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the State of Nevada; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Deed of Trust will be governed by the law of the state where the Property is located.
24. **Your Copy.** You shall be given one conformed copy of the Agreement and this Deed of Trust.
25. **Loan Charges Legislation Affecting Our Rights.** If the Agreement is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Agreement exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge already collected from You or Borrower which exceeded permitted limits will be refunded to You or Borrower; We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to You or Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge due. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Deed of Trust unenforceable according to its terms, We may at Our option, require immediate payment in full of all sums secured by this Deed of Trust and may invoke any remedies permitted by Paragraph 14.
26. **Substitute Trustee.** We may, at our Option, from time to time remove the Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
27. **Reconveyance.** After compliance with all requirements of the Agreement, We shall request the Trustee to reconvey the Property to You. Trustee shall reconvey the Property without warranty. You shall pay any fee legally charged by the Trustee for the issuance of reconveyance and all costs of recordation.





**Deed of Trust, continued**

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**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR DEED OF TRUST OR MORTGAGE**

We and You request the holder of any encumbrance with a lien which has priority over this Deed of Trust give notice to Us, at Our address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

**REQUEST FOR RECONVEYANCE**

TO TRUSTEE:

The undersigned is the holder of the Agreement secured by this Deed of Trust. The Agreement together with all other indebtedness and obligations secured by this Deed of Trust have been paid and performed in full. Trustee is hereby directed to cancel the Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all estate now held by Trustee to the persons legally entitled thereto.

Date: \_\_\_\_\_

## **SCHEDULE A**

The following described real property in the City of Oakland, County of Alameda State of California:

Parcel One:

An undivided 4.2% interest as tenant in common in and to Tract 4135, filed April 2, 1979, in Book 110, Page 5, of Maps, Alameda County Records.

Parcel Two:

Unit 16, Building 2316, as shown on said condominium Plan.

Tax ID: 023-0415-036

**ILLEGIBLE NOTARY SEAL DECLARATION**  
(Government Code 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

NAME OF NOTARY PUBLIC: PHYLLIS E GRIGSBY

COMMISSION NUMBER: 1425004

COMMISSION EXPIRES: 6/169/07

NOTARY PUBLIC STATE: CA COUNTY: ALAMEDA

SIGNATURE OF DECLARANT: 

PRINT NAME OF DECLARANT: ERICA DULLY

CITY & STATE OF EXECUTION: OAKLAND

DATE SIGNED: 10/3/06

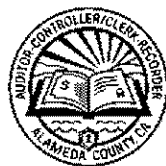
# EXHIBIT B

2022120202

06/30/2022 09:08 AM

1 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY  
MELISSA WILK, CLERK-RECORDER  
RECORDING FEES: \$99.00



**RECORDING REQUESTED BY:**  
National Default Servicing Corporation

**WHEN RECORDED MAIL TO:**  
National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

**ELECTRONICALLY RECORDED**

**NDSC File No.: 22-01281-CE-CA**  
**APN No.: 023-0415-036-00**  
**Property Address: 2316 Lakeshore Av, 16, Oakland, CA 94606**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBSTITUTION OF TRUSTEE**

WHEREAS, Theya Kanagaratnam, A Single Woman was the original Trustor(s), Verdugo Trustee Service Corporation was the original Trustee and Citibank, N.A. was the original Beneficiary under that certain Deed of Trust dated 10/03/2006 and recorded on 10/10/2006 as Instrument No. 2006381619 of the Official Records of Alameda County, State of CA and

WHEREAS, the undersigned is the present beneficiary under the said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes NATIONAL DEFAULT SERVICING CORPORATION, An Arizona Corporation, whose address is 7720 N. 16<sup>th</sup> Street, Suite 300, Phoenix, Arizona 85020, as Trustee under said Deed of Trust. Said Substitute Trustee is qualified to serve as Trustee under the laws of this state.

Whenever the context hereof requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Citibank, N.A. successor by merger to West, N.A. formerly known as Citibank (West), FSB

Dated: 06/22/2022

By: [Signature]  
Name: **Toni Beck**  
Its: **Document Control Officer**

STATE OF Missouri  
COUNTY OF St. Charles

On 06-22, 2022, before me, the undersigned, a Notary Public for said State, personally appeared Toni Beck who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]  
**Kalem Williams**

**KALEM WILLIAMS**  
Notary Public, Notary Seal  
State of Missouri  
St. Louis County  
Commission # 20624445  
My Commission Expires 10-25-2024

# EXHIBIT C

2022140495

08/10/2022 08:39 AM

4 PGS

**RECORDING REQUESTED BY:**

National Default Servicing Corporation,  
an Arizona Corporation

**WHEN RECORDED MAIL TO:**

National Default Servicing Corporation,  
an Arizona Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020



OFFICIAL RECORDS OF ALAMEDA COUNTY  
MELISSA WILK, CLERK-RECORDER  
RECORDING FEES: \$108.00

**ELECTRONICALLY RECORDED**

NDSC File No. : 22-01281-CE-CA

Title Order No. : 2173814

Property Address: 2316 Lakeshore Av, 16 Oakland CA 94606

APN: 023-0415-036-00

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST  
IMPORTANT NOTICE**

**ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY IS  
APPLICABLE TO THE NOTICE PROVIDED TO THE TRUSTOR ONLY PURSUANT TO CIVIL CODE  
2923.3**

**NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED**

**注：本文件包含一个信息摘要**

**참고사항: 본 첨부 문서에 정보 요약서가 있습니다**

**NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR  
PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have  
the legal right to bring your account in good standing by paying all of your past due payments plus  
permitted costs and expenses within the time permitted by law for reinstatement of your account,  
which is normally five business days prior to the date set for the sale of your property. No sale date  
may be set until approximately 90 days from the date this notice of default may be recorded (which  
date of recordation appears on this notice).**

**This amount is \$14,082.44, as of 08/08/2022 and will increase until your account becomes current.**

**While your property is in foreclosure, you still must pay other obligations (such as  
insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make  
future payments on the loan, pay taxes on the property, provide insurance on the property, or pay  
other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or  
mortgagee may insist that you do so in order to reinstate your account in good standing. In  
addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide  
reliable written evidence that you paid all senior liens, property taxes, and hazard insurance  
premiums.**

**Upon your written request, the beneficiary or mortgagee will give you a written itemization  
of the entire amount you must pay. You may not have to pay the entire unpaid portion of your  
account, even though full payment was demanded, but you must pay all amounts in default at the**



**NDSC File No. : 22-01281-CE-CA**

**time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months**

**after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).**

**Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.**

**To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:**

**Cenlar FSB**

**c/o National Default Servicing Corporation, an Arizona Corporation**

**7720 N. 16<sup>th</sup> Street, Suite 300**

**Phoenix, AZ 85020 Phone 602-264-6101 Sales Website: [www.ndscorp.com/sales/](http://www.ndscorp.com/sales/)**

**If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**

**NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION, an Arizona Corporation, is either the original Trustee, the duly appointed substituted Trustee or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 10/03/2006, executed by Theya Kanagaratnam, A Single Woman, as Trustor, to secure certain obligations in favor of Citibank, N.A. as beneficiary recorded 10/10/2006 as Instrument No. 2006381619 (or Book, Page) of the Official Records of Alameda County, CA. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$100,000.00.**

**That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 06/23/2020 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES.**

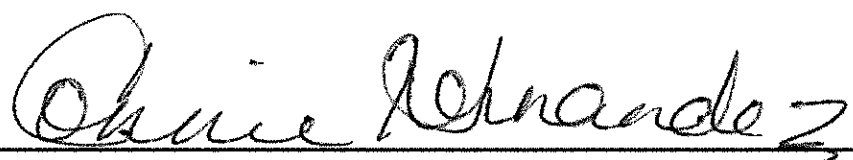
**NDSC File No. : 22-01281-CE-CA**

**That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.**

**The Declaration required by California Civil Code Sections 2923.5 or 2923.55 is attached hereto.**

**Dated :** 8/8, 2022

**National Default Servicing Corporation, an Arizona Corporation, as Trustee for Citibank, N.A.**

  
By: **Connie Hernandez**, Trustee Sales Representative

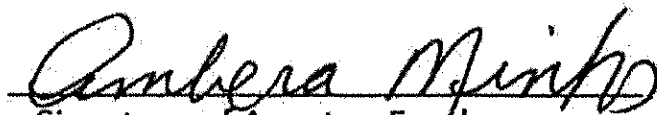
**DECLARATION OF MORTGAGE SERVICER PURSUANT TO  
CIVIL CODE §2923.55(c)**

Borrower(s): Kanagaratnam, Theya ,  
Mortgage Servicer: Cenlar FSB  
Property Address: 2316 Lakeshore Av, 16 , Oakland, CA 94606  
NDSC File No.: 22-01281-CE-CA

The undersigned, as an authorized agent or employee of the mortgage subservicer named below, declares that:

1. ☐ The mortgage subservicer has contacted the borrower pursuant to California Civil Code § 2923.55(b)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.
2. ☒ Despite the exercise of due diligence pursuant to California Civil Code § 2923.55(f), the mortgage subservicer has been unable to contact the borrower "to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. ☐ No contact was required by the mortgage subservicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of California Civil Code § 2920.5.
4. ☐ The requirements of California Civil Code § 2923.55 do not apply because the loan is not secured by a first lien mortgage or deed of trust on "owner-occupied" residential real property as defined by California Civil Code § 2924.15(a).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage subservicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

  
Signature of Agent or Employee

Ambera Minks 8-2-2022  
Printed Name of Agent or Employee, employed as

Vice President Document Execution of Cenlar FSB, as servicer for Citibank, N.A.

# EXHIBIT D

IN PRO PER

**FILED**  
ALAMEDA COUNTY

JAN 26 2023

CLERK OF THE SUPERIOR COURT

*Janet P. Lee*

Name: Theya Kanagaratnam  
Address: 2316 Lakeshore Avenue, #16  
Oakland, CA 94606  
Phone: 313-487-6206  
E-mail: theyak101@yahoo.com

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

**PETITIONER**

THEYA KANAGARATNAM

**RESPONDENTS**

CENLAR FSB and CITIBANK, N.A.

Case No.

23CV026283

Petition for HELOC  
Discharge, Account  
Closure  
Release and Satisfaction  
of Mortgage Note/contract  
Release

**PRAYER**

**TO THE HONERABLE JUDGE OF SAID COURT,**

The Petition of THEYA KANAGARATNAM presents:

1. Petitioner is a resident in Alameda County and the state of California.
2. Petitioner owns a home at 2316 Lakeshore Avenue, #16, Oakland, California.
3. The respondents, CENLAR FSB and CITIBANK, N.A do business in the State of CALIFORNIA County of Alameda.
4. Petitioner, THEYA KANAGARATNAM, is owner of the Home Equity Line Of Credit (HELOC) Mortgage NOTE Unregistered Security and the Mortgage Contract Security with account Numbers of 106091318334000, 113042500045000, 9222173156, AND



1 4774041794. During the life of the accounts, the Respondents claim the debt is not paid.

2 Respondent CENLAR FSB claims Petitioner owes \$68,035.43.

- 3 5. The Respondent CENLAR FSB as the Servicer of Original Lender CITIBANK, N.A.  
4 was issued and received full payment of this alleged debt with a registered **BILL OF**  
5 **Exchange**, Bank Business Instrument payment in the amount of \$71,000 to discharge the  
6 alleged amount owed and to cover any additional fees, with payment instructions  
7 **(EVIDENCE "A")** on 21 December 2022 by Registered Mail addressed to Stephen  
8 Gozdan or Current CFO and Payoff Department of CENLAR FSB.
- 9 6. The respondent CENLAR FSB was issued and received a second full payment of this  
10 same alleged debt with an accepted **Registered New Credit Agreement Security**  
11 **NOTE Draft**, Bank Business Instrument payment in the amount of \$71,000, with  
12 payment instructions **(EVIDENCE "B")** that extinguished original claim debt for  
13 recoupment on January 09, 2023 by Certified Mail addressed to Stephen Gozdan or  
14 Current CFO and Payoff Department of CENLAR FSB.
- 15 7. Petitioner also made written notice of demand for release and verification of debt upon  
16 Respondents **(EVIDENCE "C")** and is entitled to reasonable Attorney Fees in  
17 accordance with state statutes. Petitioner requests that all Attorney fees be fixed at 25%  
18 of the full principal due herein and recoupment.
- 19 8. **The Registered New Credit Agreement Security NOTE Draft and the Bill of**  
20 **Exchange are bank business instruments**, which are tender in payment, were  
21 made payable to Respondent CENLAR FSB and were sent by USPS Registered  
22 Mail; They were received, accepted, signed, or not signed for, but accepted on  
23 behalf of Respondent by one of their Authorized Agents **(EVIDENCE "D")** and  
24  
25  
26  
27

1 never returned to Petitioner. In particular, Pursuant to **Registered New Credit**  
2 **Agreement Security NOTE Draft** Terms & Conditions, Respondent CENLAR FSB  
3 failed to return the **Registered New Credit Agreement Security NOTE Draft** back  
4 unto Petitioner within the specified time allotted; Instead, Respondent kept  
5 possession of Petitioner's **Registered New Credit Agreement Security NOTE Draft**  
6 tender in payment and **Bill of Exchange**; thus, Petitioner's **Registered New Credit**  
7 **Agreement Security NOTE Draft** payment has been officially accepted as tender in  
8 payment of claimed debt (See Evidence/Affidavits)  
9

- 10 9. Notwithstanding, the Petitioner was disconcerted as to why the Respondent,  
11 presumably "law-abiding Corporate bank investment businesses", failed to enforce  
12 Petitioner's legal tender in payment **after pursuing foreclosure process for six months**  
13 **and non-stop calling the Petitioner on a daily basis until now even after tendering full**  
14 **payment**; Additionally, causing the Petitioner being bombarded in the last few  
15 months with calls from real estate agents. As such, this cause of unjust action, stress,  
16 **pressure, force, and duress insistently forced Petitioner** to file this petition to obtain  
17 justice, righteousness, equity, due process, and full recoupment for this blatant  
18 breach of contract and fraud. The recoupment amount belongs to Petitioner when  
19 Respondents were paid in full, made a profit, lost "Perfected Security Interest" and  
20 subject matter jurisdiction (under securitization). Petitioner's **Registered New Credit**  
21 **Agreement Security NOTE Draft** and **Bill of Exchange** enable Respondents to balance  
22 both of their accounting bookkeeping books ledgers to a zero balance and pay Petitioner  
23 full recoupment.  
24  
25  
26  
27



1       **WHEREFORE**, after the Honorable Judge reads and considers previous court case law  
2 including the enclosed Judicial Notice of Memorandum of Law (**EVIDENCE "E"**) and all other  
3 enclosed evidence, Petitioner prays that there be judgment with prejudice herein in favor of  
4 Petitioner and against Respondents as Respondent CENLAR FSB was paid a total sum of  
5 \$71,000, With that, this alleged debt has been paid in full, and Petitioner requests the following:

- 6               1. Cancellation, Discharge and Account Closure of the HELOC within 15  
7               days;
- 8               2. Issue into county records the Cancellation, Release and Satisfaction of  
9               Mortgage Debt Lien Contract Security within 15 days;
- 10              3. Full recoupment of all of Petitioner's funds estimated at \$80,000 that were  
11              paid to Respondents since closing of the HELOC in 2006, all cost of these  
12              proceedings, and Attorney fees of 25% within 15 days.

13  
14  
15  
16                               Respectfully submitted:

17                                 
18                               Theya Kanagaratnam

## JURAT

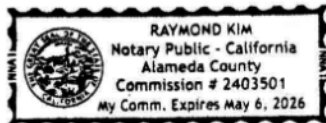
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

} SS.

Subscribed and sworn to (or affirmed) before me on this 26<sup>th</sup> day of January 2023,  
by Theya Kanagaratnam, proved to me on the basis of satisfactory evidence to be  
the person(s) who appeared before me.



A handwritten signature of the notary public, Raymond Kim, written in black ink over a horizontal line.

NOTARY'S SIGNATURE

\$71,000.00

Case 3:23-cv-00353-NM Document 1-1 Filed 08/23/23 Page 2 of 2

CERTIFIED EVIDENCE

\$71,000.00

**BILL OF EXCHANGE**  
**Bill of Acceptance – Time Draft**  
**CERTIFIED AND NEGOTIABLE**

THEYA KANAGARATNAM Secured Party/Drawee  
2316 LAKESHORE AVENUE, UNIT 16  
OAKLAND, CA 94606

24 November 2022

To Secretary of the Treasury, Department of the Treasury – Ledger #0000134

On or by 13 December 2022 Credit the account of Citibank, N.A., OR CENLAR FSB  
113042500045000, 9222173156, and 4774041794

Network #106091318334000,

(SEVENTY ONE THOUSAND UNITED STATES CURRENCY AND NO CENTS) \$71,000.00

Personal Direct Treasury (UCC Contract) 0000134 Account # RE 963 924 240 US

The obligation of the Drawee (acceptor). Secretary of the Treasury, through the Bailee (Authorized Agent) of Claimant's financial Institution hereof arises out of want of consideration for the pledge and by the redemption of the pledge under Public Resolution HJR-192, now Public Law 73-10, and 59 S. Ct. 847 (FN3), represented by the attached claim Accepted for Value and consideration and bearing account number 106091318334000, 113042500045000, 9222173156, and 4774041794.


This claim document is hereby surrendered as said pledge IS Redeemed (Discharged/Extinguished) by the drawee through the attached document of acceptance for value and exempt from levy. The Claimant's financial Institution is to accept this bill, sign, and process directly via Certified or Registered Mail, Return Receipt to the Secretary of the Treasury – Department of the Treasury. Unless the original Negotiable Bank Instrument is dishonored in writing within fifteen (15) calendar days of receipt by the Secretary of the Treasury, Claimant's financial institution is to release the credit to the payee within the time period specified by Regulation "Z", Truth in Lending Act or on the date designated, whichever is later. The amount of this accepted draft is to be credited by Claimant's financial Institution to the designated account and the discharge/extinguishment of this claim fifteen (15) calendar days after receipt by the Federal Window (Regulation Z). This Draft Bank Instrument includes all current fees, principal, and interest.

NOTICE: The law relating to Principal and Agent applies.

By: \_\_\_\_\_  
(Bailee's signature (authorized Bank/Trust Agent))

Accepted at (Ewing, New Jersey) Dated 24 November 2022.

Document Copies have been filed with the DTB

  
Drawer, Secured Party, Beneficiary, Creditor  
WITHOUT RECOURSE/NON-ASSUMPTED

\$71,000.00

\$71,000.00



LETTER OF ADVICE NOT SUBJECT TO NEGOTIABILITY ACCEPTANCE FOR  
VALUE

Re: Account No. 106091318334000, 113042500045000, 9222173 1 56, and 4774041794

Attn: Citibank, N.A., OR  
CENLAR FSB 425 Phillips Blvd.  
Ewing, N.) 08618

TijEYA KANAGARATNAM

Secured Party/Dra  
29M) DOMINGO AVENUE  
BERKELEY.  
94703

Re: Notice —Processing of Bill of Exchange (BA-Time Draft)

13 December 2022

I am in receipt of the attached offer requesting payment. Enclosed please find the Bill of Exchange — (IBA-Time Draft) the processing of which will discharge and extinguish the entire current amount including Attorney and other fees that is stated on the claim herein accepted for value. This Negotiable Bank Instrument is presented under authority of Public Law 73-10, UCC 3-1 Banking Business Law, Spencer v Sterling Bank, 63 Cal AP. 4th 1055 (1998), Guaranty Trust co. or New York v Henwood et al, 59 S.Ct. 847, PI IYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY J. S. WATERMAN\*, Wells Fargo v Carigliano (2010), and Wilkin Negotiable Instruments, Vol 3 (2001 Supplement) on the undersigned's UCC Contract Trust Account. Following are the steps required to settle this amount. This is not a Treasury/Bond Account.

1. The enclosed Negotiable Bank Instrument is hereby presented and the following process must be followed to the letter in order to satisfy the claimed amount due, interest, and fees on this account and discharge and extinguishment of this debt.
2. My Personal Direct Treasury Trust (UCC Contract) Account has been set up at the Department of the Treasury and may only be accessed with my approval through the bank account of the Claimant directly to the Secretary of the Treasury. The original Negotiable Instrument must be presented by Claimant's financial institution via Certified or Registered Mail directly to the Secretary of the Treasury — Department of the Treasury Bank (Federal Window), 1500 Pennsylvania Ave. NW, WASHINGTON, D.C. 20220, Attn: Janet Yellen.
3. The Item Processor at Claimant's financial institution, with full identification and Bailee (Authorized Agent) signature, is to present the original Negotiable Instrument along with

the Instruction Notice and the stamped Claim to the Secretary of the Treasury — Department of the Treasury Bank at the above address.

4. Claimant's financial institution is to retain the document copies and request that a copy of the Return Receipt from the Federal Window be supplied to them noting the date the original Negotiable Instrument was received at the

Federal Window in accordance with Public and Banking Policy. For out of state transactions the UCC and Banking Codes stipulate fifteen (15) days.

5. The copy of the Negotiable Instrument is to be held at the financial institution until the required period for the

Federal Window, Regulation J and Federal Reserve, Reg. Z —truth in Lending, 12 USC 226 1 et seq the

Order/Property has passed. Then the full-face amount of the Negotiable Instrument is automatically released by the local financial institution for credit to Claimant's account and discharge/extinguishment of claim.

6. If the Secretary of the Treasury (Drawee) sends notice in writing of some error or problem with or without explanation of all deficiencies, please notify the undersigned immediately upon receipt of such Notice and the matter will be addressed with the Department of the Treasury Bank and the Federal Window. You will be noticed of the corrective action taken.

7. I hereby request that you notify the undersigned when the required time period for the Federal Window and the Federal Reserve under Regulation J and Regulation Z have transpired and the account has been adjusted with Credit Bureau reporting.

Thank you for your corporation in getting this account settled and the claim discharged/extinguished/released.

---

THEYA KANAGARATNAM Secured Party/Beneficiary/Creditor

EVIDENCE "A &amp; D"

USPS.com® - USPS Tracking® Results

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=3&...>

USPS Tracking®

FAQs &gt;

Tracking Number:

RE963924240US

Remove X

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

## Latest Update

Your item was delivered to the front desk, reception area, or mail room at 10:46 am on December 21, 2022 in TRENTON, NJ 08618.

## Delivered

Delivered, Front Desk/Reception/Mail Room

TRENTON, NJ 08618

December 21, 2022, 10:46 am

Bill of Exchange  
Delivery Confirmation

## Out for Delivery

TRENTON, NJ 08618

December 21, 2022, 7:26 am

## Arrived at Post Office

TRENTON, NJ 08608

December 21, 2022, 7:15 am

## Arrived at USPS Facility

TRENTON, NJ 08650

December 20, 2022, 11:56 pm

## Departed USPS Facility

JAMAICA, NY 11430

December 19, 2022, 7:06 pm

## Arrived at USPS Facility

JAMAICA, NY 11430

December 19, 2022, 4:40 pm

## Registered No.

RE963924240US

## Date Stamp

0017  
28

To Be Completed By Post Office	Postage \$	\$10.20	Extra Services & Fees (continued)
	Extra Services & Fees		
	<input type="checkbox"/> Registered Mail \$14.65		<input type="checkbox"/> Signature Confirmation
	<input type="checkbox"/> Return Receipt (hardcopy) \$	\$0.00	<input type="checkbox"/> Signature Confirmation Restricted Delivery
	<input type="checkbox"/> Return Receipt (electronic) \$	\$0.00	
	<input type="checkbox"/> Restricted Delivery \$	\$0.00	Total Postage & Fees
	Customer Must Declare Full Value	\$0.00	Received by
			12/12/2022

Domestic Insurance up to \$50,000  
is included based upon the  
declared value. International  
insurance is limited. (See Reverse).

## OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	Theresa Kanagaratnam 2316 Lakeshore Ave. #16 Oakland, CA 94606
	TO	CENLAR ATTN: Payoff Dept/ Stephen Gordon 425 Phillips Blvd Ewing, NJ 08618

PS Form 3806, Registered Mail Receipt

Copy 1 - Custom



USPS.com® - USPS Tracking® Results

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=3&...>

**Departed USPS Facility**

CHICAGO, IL 60699

December 16, 2022, 12:48 pm

**Arrived at USPS Regional Facility**

CHICAGO IL DISTRIBUTION CENTER

December 16, 2022, 7:40 am

**Departed USPS Facility**

SAN FRANCISCO, CA 94188

December 14, 2022, 12:41 am

**Arrived at USPS Regional Origin Facility**

SAN FRANCISCO CA DISTRIBUTION CENTER

December 13, 2022, 11:05 am

**Departed USPS Facility**

OAKLAND, CA 94615

December 12, 2022, 8:52 pm

**Arrived at USPS Facility**

OAKLAND, CA 94615

December 12, 2022, 8:35 pm

**Arrived at USPS Origin Facility**

OAKLAND, CA 94610

December 12, 2022, 6:17 pm

**USPS in possession of item**

OAKLAND, CA 94610

December 12, 2022, 3:30 pm

**Hide Tracking History**

---

**Text & Email Updates**



☒ Confirmation - We Received Your Request

RE963924240US

Your updates will be sent to:

theyak101@yahoo.com



CERTIFIED

## PROCESSING MEMORANDUM



# Instructions for debt/tax payment of this Contract Property pursuant to Public Law and SEC Rule 327 Legal Commercially Registered Security Instrument

Please take Specific Notice that this bank Medallion Stamped, verified, and certified negotiable security instrument is NOT to be processed using a check clearing-house or warehouse.

To obtain full credit, only process via the United States Treasury window in care of Alien Property Custodian Department via:

**Fiduciary:** Post the presented funds into the asset column of this claimed debt account and charge the offer and acceptance for full settlement, prepaid, and exempt when entered to the post closing balance.

This is to be considered a prepaid exchange, a Treasury Direct accrual item, a U. S. bankruptcy proceeding remedy in accord with congressional mandate from the Secretary of Transportation 31 USC § 9303; 31 U.S.C § 5312 (2)(C); 18 USC § 8; 8 STAT § 80; Public Law 73-10, Chapter 48 STAT § 112 and § 113; Public Law 73-1, Title IV, Section 401; and Federal Reserve Act § 16 and § 18. This security instrument is endorsed and assigned on back when signed by DEBTOR/ BORROWER and is made to the account and obligations of the United States 50 USC § 4305 (B)(2); 40 STAT. 411 § 7 (c); 12 CFR 201.108 to be disbursed to Bank, Investor, TRUST, Head of Collections Department, Owner or Holder in due course of Claimed DEBT account for closure.

When communicated to the U.S Treasury Alien Property Custodian, the claimed debt; hereunder; shall to the extent thereof be a **full acquittance and discharge of the claimed debt for all purposes of the obligation of the person making the same; and no person shall be held liable in any court** for or in respect to anything done or omitted in good faith as this is a good faith Security Instrument:

ACT OCT. 6, 1917, CH. 106, 40 STAT. 411, § 7(c) "No person shall be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule, or regulation made by the President under the authority of this Act [sections 1 to 6, 7 to 39, and 41 to 44 of this Appendix]. Any payment, conveyance, transfer, assignment, or delivery of money or property made to the alien property custodian hereunder shall be a full acquittance and discharge for all purposes of the obligation of the person making the same to the extent of same. The alien property custodian and such other persons as the President may appoint shall have power to execute, acknowledge, and deliver any such instrument or instruments as may be necessary or proper to evidence upon the record or otherwise such acquittance and discharge, and shall, in case of payment to the alien property custodian of any debt or obligation owed to an enemy or ally of enemy, deliver up any notes, bonds, or other evidences of indebtedness or obligation, or any security therefor in which such enemy or ally of enemy had any right or interest that may have come into the possession of the alien property custodian, with like effect as if he or they, respectively, were duly appointed by the enemy or ally of enemy, creditor, or obligee. The President shall issue to every person so appointed a certificate of the appointment and authority of such person, and such certificate shall be received in evidence in all courts within the United States. Whenever any such certificate of authority shall be offered to any registrar, clerk, or other recording officer, Federal or otherwise, within the United States, such officer shall record the same in like manner as a power of attorney, and such record or a duly certified copy thereof shall be received in evidence in all courts of the United States or other courts within the United States."

50 USC § 4305 (B) (2) Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a **full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court** for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.

Please be advised a tax credit for the full amount may be used as an option of debt or assessed tax payoff, settlement, set off, discharge, and/or account closure.



TENDER FOR ALL DEBTS,  
PUBLIC AND PRIVATE

**CERTIFIED**

NOTE DRAFT BANK INSTRUMENT No.: 000011714

This is a Time Draft order to pay bank instrument. Please credit Time Draft to accounts receivable. I request a cash receipt.

Financial Draft Bank Instrument Issued from:

CITY OF OAKLAND

state: of California AM/USA

DATE: 24 November 2022

SEC STATE Domestic Public Registered Security NOTE: Bank Verified; Registered Security No. 202794902668

AMOUNT: \$71,000.00

AMOUNT: SEVENTY ONE THOUSAND UNITED STATES

CURRENCY AND NO CENTS



Pay to the Order Of Citibank, N.A. OR CUNLAR FSB, Representative Agent, Assigns, and Holder of Original Debt Contract Security with zero interest for full face amount specified. Processing of which will discharge the entire current amount herein acceptance for value the Equivalent to Money and Representing Money. To be paid at Federal Window (Regulation Z) within 15 days of acceptance by authority of Public Resolution HJR 192, now Public Law 73-16, UCC 3-104(c), and 1959 S. Ct. 847 (FN3) for property located at 2316 LAKESHORE AVENUE, UNIT 16, OAKLAND, CA 94606 with Debt Account Number 106091318534000, 113042500045000, 9222174156, and 4774041794, for extinguishment, discharge, and reconignment to balance both Accounting Book Ledgers upon acceptance Receiver Agent of this draft bank instrument has 4 days to Dishonor in Writing & Return original to Maker with Certified Notice of rejection / dishonor or the Accounting Agent deems this Draft is used as Money and full payoff of claimed debt.

**TERMS AND CONDITIONS:** This binding licensed processed Negotiable SEC State Registered New Credit Agreement Payoff Security Note Time Draft bank instrument must be accepted and approved as U.S. Currency by Trust Owner or authorized agent as of Mortgage BELOC as Tender in Payment representative of money and equal to money. Claimed debt shall be discharged, extinguished, collected and paid from the Account and Security Obligations of the United States 18 U.S.C. §8, Public Resolution HJR 192, now Public Law 73-10, and 1059 S. Ct. 847 (FN3), with full discharge and recongment and Lender or Owner shall balance both accounting Book ledgers to zero and discharge/release/satisfy debt. This Security NOTE DRAFT bank instrument provides that it "shall be governed by, and construed in accordance with, the trusts and laws of the State of New York, United States of America." Highland Capital Mgmt. LP v. Schneider, 607 F.3d 322, 327 (2d Cir. 2010). This is an intention to extinguish first claimed debt NOTE and Debt Recorded Security. Payee shall immediately provide account closure, balance of books ledgers to zero amount with full recongment with this renegotiation of original debt personal Debt Security. Presentation of this Draft shall be extinguishment, full set off, discharge, release, recongment, and account closure of claimed debt or tax assessment. This Security NOTE Draft is not a documentary draft and shall extinguish, nullify and void original County recorded security, unregistered Promissory NOTE, or credit application issued to original lender, assignee, servicer, or authorized agent for Investor Trust owner upon any communication of this intending to pay with NOTE DRAFT. Failure to follow these terms and conditions, Lender, assignee, servicer, investor Trust Owner, holder of original, or IRS has accepted this Security NOTE Time Draft bank instrument as binding tender in payment of said debt. Lender Debt and Credit accounting bookkeeping book ledgers shall be balanced under GAAP and FASB for recongment. Claimed Debt amount is to be collected from the Account and Security Obligation of the United States via Federal Window REG Z, Department of the Treasury within 15 days. All offers are accepted pursuant to 40 Stat 411, §7(e), 12 CFR 201.108, §229.2, and §210.2, 31 USC §9303, §5312(2)(C), §3302, §3123, UCC §-§402, §603, §604, §411, 12 USC 1813, Tact Procurement, FRCP Rule 8, U.C.C., Banking Business Codes/Laws, 8 STAT §80, Highland Capital Mgmt. v. Schneider, Authorized Agent or Owner accepted and kept this NOTE Draft bank instrument as an asset for the owner. Maker hereby presents this NOTE Time Draft bank instrument to take the place of original debt and be used as extinguishment, full payment, set off, discharge, and recongment of debt and/or assessed tax. WHEREAS such non-return, return after 4 days, monchization, securitization, deposit, owner authorized agent/employee acceptance with or without signature, physical presentment, communication, insurance payout, U.S. Mail Service, Treasury Credit, IRS Credit, Credit of Account Payment, trade, sale, hold, destroy, lost, or assigned shall immediately bind all counts to extinguish, cancel, and discharge original recorded debt lien and NOTE. Both Original debt lien contract security plus NOTE shall be cancelled, recorded, and returned to THEYA KANAGARATNAM upon written request. 12/28/17

Formal Mediation Verifies Negotiable Security —

TR-NS7/TRA 80.3 and TRS1.4B

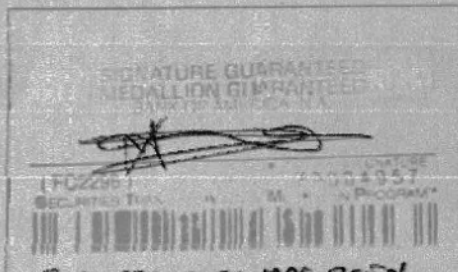
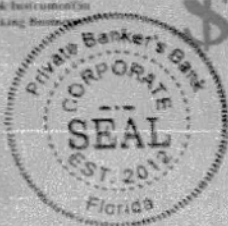
S.A.C. Registered Negotiable

NOTE DRAFT Order TO Pay

Bank Instrument Co.

Blanking Device

307



- THIS SECURITY HAS BEEN  
VERIFIED BY THE BANK -

THEYAKANAGARATNAM

Without Recourse; Without Prejudice

1000

## CALIFORNIA NOTARIAL CERTIFICATE

A notary public or other officer competent to administer oaths in this state certifies that this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

state: of state: of California

County of Alameda County

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by THEYA KANAGARATNAM, who proved to me on satisfactory evidence whose name is subscribed above on this State UCC registered Payoff Security NOTE Draft that he/she executed the same, and with authorized by the owner Bank Agent's acceptance for payment capacity with or without signature below, and that by the verifying autograph has officially acted and executed the same. Further, I hereby certify that on this day, before me, an authorized officer in the state for as owner Agent aforesaid and in the county aforesaid for acknowledgements personally appeared Acting Authorized Agent for unperfected owner funding Investor Trust or Original Lender, Citibank, N.A., Debtor, who by means of State issued I.D. or Corporate Agent I.D. who executed the foregoing instrument and acknowledged before me below that he/she executed the same.

Authorized Notary acceptance Verifying Signature **RE ATTACHED** Notary Name \_\_\_\_\_

Received/Approved for

By \_\_\_\_\_ Date 1 / / 2012 Position \_\_\_\_\_

### Symptoms

Authorizing Agent



PAY TO THE ORDER OF THE UNITED STATES. This valid, bank Authorized Agent accepted, and legal State UCC1 SEC Registered Negotiable Financial New Credit Agreement Debt Payoff Security Promissory NOTE Draft Bank Business Instrument is U.S Currency tender of payment in full for extinguishment of all debts public and private and is assigned to The Account and Security Obligations of THE UNITED STATES to pay any bank this alleged debt from the General Accounting Office, under direction of the Comptroller General and in Care of Alien Property Custodian, Public Policy (Law) 73-10, Ch. 48 (HJR 192) to set off, extinguish all bank debt which is The Secretary of the United States Treasury, 1500 Pennsylvania Avenue, NW, Washington, DC 20220; Dept. of Treasury, P.O. Box 9024140, San Juan, P.R. 00902-4140; or any authorized officer as assignment to and as Fiduciary for payment and discharge of national debt in commerce in conjunction with to or for the United States account security obligations to that portion of the public debt it is intended to reduce as the discharge, extinguishment, and recovery of the public debt. I, one of the American people, now appoint the Alien Property Custodian and/or Secretary of the United States Treasury as Fiduciary to tender payment to bank or Creditor as the direct Obligation of the United States. This UCC State Registered NOTE Draft, under SEC Rules, currency and equal to money shall be paid from the Account and Security Obligation of the United States: (HJR192, UCC 4 §105, 12 CFR §229.2, §210.2, 12 USC §1813) and shall be issued in accordance with 31 USC §3123, Authority of the United States Code 31 USC §392, §5103, which officially defines this negotiable security financial instrument, STATE UCC1 registered NOTE Draft, as a statutory legal tender of payment and other security obligations of the Federal United States, as a matter of law and equity in the name of justice includes all signed bonds, negotiable security instruments, bills of exchange, credit agreements, promissory notes, bank business drafts, credit applications, certificates of indebtedness, financial instruments, national bank currency by this certified private banker 31 USC §5312(2)(C) who is a National Bank per definition of domestic Federal law for credit and bank debt payoff Title 18 USC §8 in claims of remedy in equity on recovery of the public debt in the commercial realm due me. Charge the same to: **THEYA KANAGARATNAM**, ESTATE and TRUST under God's laws (father, son, holy ghost) as Principal and Beneficiary via the first three Organic Laws of the Declaration of Independence, the Articles of Confederation Constitution, as one of the FREE individual living man or woman American, a "people of the Confederation United States of America Perpetual Union of the now 50 states (Countries) under GOD's Natural Law, International Treaty, the common law of England whose collateral and property is at risk which are required by law to be accepted as "legal tender of payment" for all debts public and private. This is a quid pro quo "something for something." and "this for that" even exchange. This negotiable Credit Agreement Debt Payoff Security NOTE Draft Bank Business Instrument shall be issued by this private banker upon autograph or signature, a national bank of the domestic United States by legal definition and is defined in law as "obligations of the United States", on the same par and category with Federal Private Reserve International Promissory Note Dollars, Treasury minted coins, other national currency, and legal tender obligations. WITH EXPLICIT RESERVATION OF ALL UNALIENABLE RIGHTS (U.C.C.) 1-§308 (Old §207.4) and 1-§103.6 Respectfully; WITHOUT RECOURSE; WITHOUT PREJUDICE, NON ASSUMPSIT  
My Endorsement/Assignment Autograph/Signature (official seal) By: *Thaya Kanagaratnam*

All offers accepted for honor pursuant to 40 Stat §411, Section 7(c) No person shall be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule, or regulation made by the President under the authority of this Act [sections 1 to 6, 7 to 39, and 41 to 44 of this Appendix]. Any payment, conveyance, transfer, assignment, or delivery of money, security, or property made to the alien property custodian hereunder shall be a full acquittance and discharge of said debt for all purposes of the obligation of the person making the same to the extent of same. 50 U.S.C. §4305 (b)(2) Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.

PCL81-3475553

PCL81-3475553

FOR COLLECTION ONLY by Any Bank Owed

TO BE PAID UNDER ACCOUNT AND SECURITY OBLIGATIONS OF THE UNITED STATES

Ch. 40 STAT 1, H.R. 1491, PUBLIC LAW 73-140 Stat. 411, codified at 12 U.S.C. § 95 and

50 U.S.C. § 4301 et seq. EMERGENCY BANKING RELIEF ACT, MARCH 9, 1933 TITLE IV § 4C1;

FEDERAL RESERVE ACT §16 and §18, SECTION 6

PAY TO THE ORDER OF THE UNITED STATES for Any Bank Claimed Debt

ALL PRIOR ENDORSEMENTS GUARANTEED

Private Bankers Bank, N.A. is a NATIONAL BANK

Registered In Florida and Texas U.S.A. Perpetual Union

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Alameda

On December 29th, 2022 before me, Raymond Kim, Notary Public  
(insert name and title of the officer)

personally appeared Theya Kanagaratnam  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

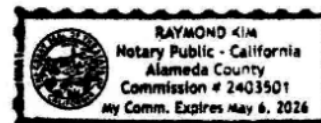
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





EVIDENCE B

When Recorded Return To:  
Trustee Services, Inc.  
2316 LAKESHORE AVENUE, UNIT 16  
OAKLAND, CA 94606

**CERTIFIED****SATISFACTION OF Mortgage HELOC**

Account #: 106091318334000,  
113042500045000, 9222173156, and 4774041794

THIS IS TO CERTIFY, that the indebtedness, terms, and conditions of said Mortgage Security listed and described below has been paid as agreed with an accepted and registered Security NOTE tender in payment and by this instrument the undersigned Citibank, N.A. hereby acknowledges the cancellation, release, discharge, account closure, and recoupment of said Mortgage NOTE Security and County recorded Mortgage Debt Lien Contract Security Property.

ORIGINAL LENDER: Citibank, N.A.

BORROWER: THEYA KANAGARATNAM

Original Loan Amount: \$100,000.00  
Recorded date 10/10/2006  
Recorded Instrument #: 2006381619  
Book 110  
Page 5



Filed for record in Alameda County, state: of California.

PROPERTY ADDRESS: 2316 LAKESHORE AVENUE, UNIT 16, OAKLAND, CA 94606.

NOW THEREFORE, the recorder or clerk of said county is hereby instructed to record this instrument and to cancel, release, satisfy, and discharge the Mortgage HELOC in accordance with the regulations of said state and county.

Dated: 24 November 2022.

Bank Authorized Agent Received and Accepted on Behalf of Original Lender Citibank, N.A.

Bank Authorized Agent Signature \_\_\_\_\_, Bank Authorized Agent Printed Name \_\_\_\_\_

Witness Signature: \_\_\_\_\_, Witness Printed Name: \_\_\_\_\_

*Theya Kanagaratnam*  
THEYA KANAGARATNAM

**CALIFORNIA NOTARIAL CERTIFICATE (JURAT)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

state: of California  
Alameda County

I hereby certify that on this day, before me, an officer duly authorized in the state of aforesaid and in the county of aforesaid to take acknowledgements personally appeared THEYA KANAGARATNAM known to me to be the person described in who identified him/herself to be the person described by means of Identification, State issued I.D., and who executed the foregoing instrument and acknowledged before me that THEYA KANAGARATNAM executed the same for the purpose expressed.

~~Further, I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements personally appeared Authorized Agent for Citibank, N.A. who is known to me or who produced identification to be the person described by means of a State issued or Corporate I.D., and who executed the foregoing instrument and acknowledged before me that Citibank, N.A. Authorized Agent executed the same for the purpose expressed.~~

Witness my hand and official seal in the county and state aforesaid this 29<sup>th</sup> day of December 20 22.

Notary Signature: [Signature] (Notary Seal)

MY COMMISSION EXPIRES: 05/06/2026



**USPS Tracking®**

EVIDENCE "B" & "D" FAQs >

Tracking Number:

Remove X

**EI511442586US**

Copy      Add to Informed Delivery (<https://informedelivery.usps.com/>)

**Latest Update**

Your item was delivered to an individual at the address at 2:00 pm on January 9, 2023 in TRENTON, NJ 08618 to CENLAR. The item was signed for by K W.

**Get More Out of USPS Tracking:**

**USPS Tracking Plus®**

**Delivered**

**Delivered, Left with Individual**  
TRENTON, NJ 08618  
January 9, 2023, 2:00 pm

**Arrived at Post Office**

TRENTON, NJ 08608  
January 9, 2023, 8:40 am

**Out for Delivery**

TRENTON, NJ 08618  
January 9, 2023, 8:28 am

**Departed USPS Facility**

CAROLINA, PR 00984  
January 1, 2023, 12:39 am

**Arrived at USPS Facility**

CAROLINA, PR 00984  
December 31, 2022, 9:42 pm

Registered New Credit Agreement  
Security NOTE Draft  
Delivery Confirmation

**Arrived at USPS Regional Origin Facility**  
OAKLAND CA DISTRIBUTION CENTER  
December 29, 2022, 4:03 pm

**Arrived at USPS Origin Facility**  
OAKLAND, CA 94610  
December 29, 2022, 2:59 pm

**USPS in possession of item**  
OAKLAND, CA 94610  
December 29, 2022, 12:33 pm

Hide Tracking History

- Text & Email Updates

▼
- Proof of Delivery

▼
- USPS Tracking Plus®

▼
- Product Information

▼
- See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



EVIDENCE A2B

*Certified*

KANAGARATNAM, THEYA  
2316 LAKESHORE AVENUE, UNIT # 16  
OAKLAND, CA 94606  
USA



# UCC-11 Form

## Mailing Information:

**FILER INFORMATION (optional)***Full name:* **THEYA KANAGARATNAM***Phone:* **510-356-5776****SEND ACKNOWLEDGEMENT TO:***Contact Name:* **KANAGARATNAM, THEYA***Street #1:* **2316 LAKESHORE AVENUE, UNIT # 16***City, State Zip:* **OAKLAND, CA 94606***Country:* **USA**

## Request Information:

**Certified Copy****Request Method: Filing Number(s)**

202294902660

202294969780

*Ucc11 Search Option:* **ALL***Only Search Records After the Date:*

Page: 2 of 3  
UCC11 Request 49121Commonwealth of Massachusetts  
William Francis Galvin, Secretary of the Commonwealth  
Uniform Commercial Code

UNIFORM COMMERCIAL CODE - RECORD OF FILING

202294902660

November 28, 2022

9:49 am

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN, SECRETARY OF THE COMMONWEALTH

DATE: 12/06/2022

CLERK

MA SOC Filing Number: 202294902660 Date: 11/20/2022 8:52:00 AM

## UCC-1 Form

## FILER INFORMATION

Full name: THEYA KANAGARATNAM

Email Contact at Filer: THEYAK101@YAHOO.COM

## SEND ACKNOWLEDGEMENT TO

Contact name:

Mailing Address: 2316 LAKESHORE AVENUE, UNIT #16

City, State Zip Country: OAKLAND, CA 94606 USA

## DEBTOR INFORMATION

Org. Name: THEYA KANAGARATNAM, ESTATE

Mailing Address: 2930 DOMINGO AVENUE #1025

City, State Zip Country: BERKELEY, CA 94705 USA

## SECURED PARTY INFORMATION

Last Name (i.e. Family Name or Surname): KANAGARATNAM First Name: THEYA

Mailing Address: 2316 LAKESHORE AVENUE, #16

City, State Zip Country: OAKLAND, CA 94606 USA

TRANSACTION TYPE: TRANSMITTING UTILITY

ALTERNATIVE DESIGNATION: BAILEE-BAILOR

COLLATERAL IS HELD IN A TRUST

CUSTOMER REFERENCE: MORTGAGE NOTE AND MORTGAGE DEBT LIEN CONTRACT PROPERTY SATISFACTION/RELEASE

## COLLATERAL

DEBTOR OF RECORD, THEYA KANAGARATNAM, IS NOW REGISTERING INTO THE COMMERCIAL DOMESTIC PUBLIC FOR THE FOR PAYOFF, DISCHARGE, EXTINGUISHMENT OF CURRENT AMOUNT OF CLAIMED DEBT, RECUMPTMENT, AND SETTING UP MY PERSONAL DIRECT TREASURY TRUST (UCC CONTRACT) ACCOUNT AT THE DEPARTMENT OF THE TREASURY UNDER REGULATION J, FEDERAL RESERVE, REG. Z—TRUTH IN LENDING, 12 USC 226 I ET SEQ AS A NATIONAL UCCI ACCOUNT REGISTERED PRIVATE BANKER WITH PRIVATE BANKER # [REDACTED] PURSUANT TO 31 USC §5312(2)(C); A NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK INSTRUMENT SERIAL NUMBER [REDACTED] WITH \$71,000.00; AND A BILL OF EXCHANGE BANK INSTRUMENT TO BE PAID TO CENLAR FSB, CITIBANK N.A, OR VERDUGO TRUSTEE SERVICE CORPORATION, OWNER WITH THE INTENTION TO EXTINGUISH FIRST CLAIMED DEBT NOTE, DEBT RECORDED SECURITY, STATE OR IRS CLAIMED TAXES, AND/OR CREDIT APPLICATIONS AND ALLEGED LOANS OR DEBTS. THE REGISTERED BILL OF EXCHANGE— (BA-TIME DRAFT) BANK INSTRUMENT AND NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK INSTRUMENT NOW HOLDS A DEPARTMENT OF THE TREASURY— PERSONAL DIRECT TREASURY (UCC CONTRACT) LEDGER # [REDACTED] WITH ACCOUNT # RE [REDACTED] US, THE PROCESSING OF WHICH WILL DISCHARGE AND EXTINGUISH THE ENTIRE CURRENT AMOUNT STATED ON THE CLAIM HEREIN ACCEPTED FOR CONSIDERATION VALUE. THIS NEGOTIABLE BANK INSTRUMENT IS PRESENTED UNDER AUTHORITY OF PUBLIC LAW 73-10, CHAPTER 48 SECTIONS 112, 113, UCC3-104(c), TITLE 3 U.S.C. §604, 18 USC §8, SPENCER V STERLING BANK, 63 CAL AP. 4TH 1055 (1998), GUARANTY TRUST CO. OF NEW YORK V HENWOOD ET AL, 59 S.Ct.847, PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), WELLS FARGO V CARIGLIANO (2010), HIGHLAND CAPITAL MGMT. V. SCHNEIDER, IS TO BE PAID AS AN ACCOUNT AND SECURITY OBLIGATION OF THE UNITED STATES, UNICRAL CONVENTION ON BILLS OF EXCHANGE AND PROMISSORY NOTES, AND WITKIN NEGOTIABLE INSTRUMENTS, VOL 3 (2001 SUPPLEMENT) ON THIS FILED UCC CONTRACT TRUST ACCOUNT. THIS IS NOT A TREASURY/BOND ACCOUNT. CENLAR FSB OR CITIBANK N.A, OR VERDUGO TRUSTEE SERVICE CORPORATION HAS NEVER FILED A UCCI TO ACCEPT OR VERIFY ANY DEBT. I AM THE SECURED PARTY, BENEFICIARY, TRANSMITTING UTILITY, BAILEE/BAILOR, CREATOR, CREDITOR, AND PRINCIPAL OF CLAIMED DEBT PURSUANT TO LAW, POLICY, AND LEGAL DEFINITIONS. ALL OFFERS ARE ACCEPTED FOR HONOR PURSUANT TO 40 STAT §411, SECTION 7 (e), 50 USC §4305(b)(2), FEDERAL RESERVE ACT §§16 AND 18, "TITLE 12 USC §24, SEVENTH BANKING BUSINESS LAWS."

Commonwealth of Massachusetts  
William Francis Galvin, Secretary of the Commonwealth  
Uniform Commercial Code

UNIFORM COMMERCIAL CODE - RECORD OF FILING

Page: 2 of 3  
UCC11 Request: MA SOC Filing Num 49721

2022 8:48:00 AM  
202294969780

November 30, 2022

6:14 am

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN, SECRETARY OF THE COMMONWEALTH

DATE: 12/06/2022

CLERK

## UCC-3 Form - AMENDMENT

AMENDMENT ACTION - COLLATERAL ASSIGN

Original File Number: 202294902660

### FILER INFORMATION

Full name: THEYA KANAGARATNAM

Email Contact at Filer: THEYAK101@YAHOO.COM

### SEND ACKNOWLEDGEMENT TO

Contact name:

Mailing Address: 2316 LAKESHORE AVENUE, UNIT 16

City, State Zip Country: OAKLAND, CA 94606 USA

### NAME OF THE SECURED PARTY OF RECORD AUTHORIZING THE AMENDMENT:

CUSTOMER REFERENCE: MORTGAGE NOTE AND MORTGAGE DEBT LIEN CONTRACT PROPERTY SATISFACTION/RELEASE

### COLLATERAL

DEBTOR OF RECORD, THEYA KANAGARATNAM, HEREIN ENTERS INTO THE COMMERCIAL REGISTRY DOMESTIC PUBLIC RECORDS PER SEC RULES THE FOLLOWING: REGISTERED PRIVATE BANKER WITH PRIVATE BANKER # A00001714 PURSUANT TO 31 USC §5312(2)(C); A NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK BUSINESS INSTRUMENT SERIAL NUMBER 000011714 WITH \$71,000.00; AND BILL OF EXCHANGE BANK INSTRUMENT TO BE PAID TO CENLAR FSB, CITIBANK, N.A, OR VERDUGO TRUSTEE SERVICE CORPORATION, OWNER WITH THE INTENTION TO EXTINGUISH FIRST CLAIMED DEBT NOTE, DEBT RECORDED SECURITY, STATE OR IRS CLAIMED TAXES, AND/OR CREDIT APPLICATION IN THE BANKING BUSINESS 1) ITEMS OF CONTRACT PROPERTY: ASSIGNED; ACCEPTED FOR CONSIDERATION VALUE; EXEMPTED FROM LEVY; 2) NEGOTIABLE FINANCIAL SECURITY NOTE PROPERTY, SERIAL # 000011714 FACE VALUE \$ 71,000.00 DATED 24 NOVEMBER 2022. PAYEE, CENLAR FSB, CITIBANK, N.A, OR VERDUGO TRUSTEE SERVICE CORPORATION; MAKER THEYA KANAGARATNAM, DRAWEE CENLAR FSB, CITIBANK, N.A, OR VERDUGO TRUSTEE SERVICE CORPORATION. U.S. TREASURY ACCOUNT 218193695 IS DISBURSEMENT OF REDEMPTION FUNDS ASSETS TRANSFER INTO PAYEE BANK DEBT ACCOUNT NUMBER 106091318334000, 113042500045000, 9222173156, AND 4774041794 TO BE PAID BY THE ACCOUNT AND SECURITY OBLIGATION OF THE UNITED STATES VIA 18 USC §8 TO BE DISBURSED AS CASH OR CREDIT TO THE BANK AS PROPERTY OF ONE OF THE AMERICAN "PEOPLE OF THE UNITED STATES" PER HJR 192 (PUBLIC LAW 73-10, CHAPTER 48 §112 AND §113) DEBT OR ASSESSED TAX ACCOUNT BEING PAID, SET OFF, SETTLED, CANCELLED, WITH RECOUPMENT WITH CLOSURE OF CLAIMED DEBT OR ASSESSED TAX ACCOUNT NUMBERS 106091318334000, 113042500045000, 9222173156, AND 4774041794, THROUGH THE UNITED STATES TREASURY ALIEN PROPERTY CUSTODIAN FOR DISCHARGE, PAYMENT, OR CREDIT AS A SECURITY OBLIGATION AND ACCOUNT OF THE UNITED STATES WITHOUT USING A CHECK CLEARINGHOUSE. MAKER IS A TRANSMITTING UTILITY, BAILEE/BAILOR, THIRD PARTY OF INTEREST, SECURED PARTY, CREDITOR, PRINCIPAL, AND BENEFICIARY PURSUANT TO LAW, POLICY, AND LEGAL DEFINITIONS. ALL OFFERS ARE ACCEPTED FOR HONOR PURSUANT TO 40 STAT §411, SECTION 7(E) AND 50 USC §4305(B)(2).



Under the Constitution, the government was not given authority to create money. Creating money is a power reserved by the Petitioner as one of the American people. **Article I, section 10** restricted the states from making gold coins or lawful money. So, the corporate banks and government must rely on the deception of people to create money with the peoples' signatures whereby the banks monetize in securitization for profit. [**Modern Money Mechanics, Federal Reserve Bank of Chicago – 1971**].

**Securitization is the process of homogenizing financial contract instruments into fungible securities, so that they are sellable on the securities market by converted Investor Trust Mortgage-backed Certificates. Furthermore, it is the process of transferring all the liabilities off the Lender's balance sheet onto the credit side of the Lender's balance sheet which derives from the "Warehouse" Line of Credit the Investor Trust funded whereby profit is made upon the selling/assigning of Mortgage securities.**

**Securitization breaches Lender's trustee and fiduciary duty to keep, protect, and restore Petitioner's private Unregistered Mortgage NOTE Security and County Registered/Recorded Mortgage Debt Lien Contract Security property documents because they were destroyed.**

Under sold/assigned securitization, the chain of title is broken; in due course, if Defendants deposited or sold it there cannot be a holder on the Mortgage Promissory NOTE Security *and* Mortgage Debt Lien contract security at the same time.

Basically, when the title and mortgage is split, Defendants cannot claim rights, nor can they collect payments from it. The debt does not exist.

**Perfectured Security Interest is the process of putting the entire world on notice with County or State recording/registration of a collateral security that the secured party Lender claims the only security interest in the debtor's collateral security even if sold or assigned under securitization. No other third party (i.e., Servicer and Investor Trust) has a perfected interest or subject matter jurisdiction in this County. The registered security collateral as "Perfectured Security interest" does not pass on sale or assign; and Lender nor any third party has subject matter jurisdiction to enforce payment.**



If Defendants provided evidence and possession of Petitioner's blue-ink signed two-part Mortgage Contract property documents, litigation and time vested in disputing this breach of contract would be unnecessary for both parties. Furthermore, the absence of said evidence from the Defendants irrefutably proves Petitioner's NOTE and Mortgage/Deed of Trust were *converted into a security* through illegal securitization. It also substantiates Petitioner's claims for payoff and recoupment given the following facts (in particular):

Under U.S. law, securitization is illegal because it is fraudulent; securitization destroys Petitioner's original private financial property documents. Instruments such as alleged mortgage loans, automobile loans, credit cards, and receivables, are unknowingly monetized by Petitioner's signature, securitized, and sold/assigned for a profit. **Enron** was involved in securitization, and someone brought charges against them. But almost all large Banks and Government corporations are illegally doing securitization as normal business practices to make huge profits. **[18 U.S.C. §1344 (2017) – Bank, Financial Institution Fraud; 18 U.S.C. §1957 (2010) - Engaging in monetary transactions improperly derived from specified unlawful activity: 'the money you make from illegal exploitation of my money, is my money'; and 18 U.S.C. §1952 (2010) - Racketeering]**.

The way money is created is to have people sign IOU's or convert promissory NOTE contracts into securities through illegal securitization **[Modern Money Mechanics, Federal Reserve Bank of Chicago – 1971]**. The Defendants are trying to deceive Petitioner into believing Petitioner is the debtor and debt slave and that Defendants are always the creditor. This is not true. (See Evidence – Table A)

# **BANK LIABILITIES & ASSETS / DEBITS & CREDITS - TABLE**

## **Your Bank Mortgage and Automobile Debt Lien Account**

<b><u>Bank Liability</u></b> <i>(Bank/Lender Hidden Private Side)</i>	<b><u>Bank Asset</u></b> <i>(Visible Public Viewing Side)</i>
Private Off-Balance Ledger Sheet	Public On-Balance Ledger Sheet
Accounts Payable	Accounts Receivable
Promissory Note is Asset	Promissory Note is Liability
You are Creditor	You are Debtor
Bank is Debtor	Bank is Creditor
Living Lawful Man / Woman	Dead Commercial Legal Fiction Entity Personality Your Fake Twin
Prepaid Set-Off/Recoupment	Charges

**AFFIDAVIT OF TRUTH OF  
CREDIT AGREEMENT PAYOFF SECURITY INSTRUMENT  
PRESENTMENT / COMMUNICATION**

29 December 2022

The undersigned Affiant, Theya Kanagaratnam, hereinafter "Affiant", does solemnly swear, affirm, declare, and state as follows:

**For the Record**

1. Affiant is competent to state the matters set forth herein.
2. Affiant has knowledge of the facts stated herein.
3. All the facts herein are true, correct, and complete, admissible as evidence and if called upon as a witness, Affiant will testify to their veracity.

**Plain Statement of Facts**

On December 12, 2022, I, Theya Kanagaratnam, presented the certified funds Bill of Exchange to CENLAR by way of USPS Registered Mail to 425 Phillips Blvd., Ewing, NJ 08618. On December 29, 2022, I, Theya Kanagaratnam, presented the negotiable Registered New Credit Agreement Debt Lien Payoff Contract Security NOTE Draft bank business Instrument money, NOTE Draft Security No. 000011714 and WITHOUT PREJUDICE Debt Lien Payoff release and Satisfaction of Claimed debt that are Legal documents to CENLAR by way of USPS Certified Mail to 425 Phillips Blvd., Ewing, NJ 08618. Both the Bill of Exchange and New Credit Agreement Debt Lien Payoff Contract Security are Legal Tender in PAYMENT BANK ACCEPTED Payoff of the Claimed Debt, as stated on these two (2) legal documents

**Documents and Payoff of Acceptance Presented and communicated to the Bank**

1. Negotiable Certified and Registered Bill of Exchange Bank Business Payoff Instrument which is a Bank Business Instrument Money for Debt Payment and Payment of debt by several Court Cases and "Letter of Notice" so the bank can get paid.
2. The Registered New Credit Agreement Debt Lien Payoff Security NOTE Draft bank business instrument money Payoff (order to pay).
3. Lien Release and Satisfaction Document to be recorded in county records.
4. UCC1 Security Registration of payoff Security NOTE pursuant to the S.E.C. as securities.
5. UCC3 Assignment to United States Treasury Property Custodian to pay per United States Public Law 73-10, Chapter 48, Sections 112 and 113, HJR 192, and court cases that recognized these instruments a payment.
6. NOTE Draft Processing Memorandum Payoff Instructions for Bank to receive full Payment.



Failure to respond or rebut within FOUR (4) working days after receipt of the Registered New Credit Agreement Debt Lien Payoff Security shall convey CENLAR's assent and agreement unto all the facts stated herein.

IN WITNESS WHEREOF I hereunto set my hand and seal on this 29<sup>th</sup> day of December 20 22 and hereby certify all the statements made above are true, correct, and complete under the penalty of perjury in the laws of the United States of America.

By: Theya Ky WITHOUT RECOURSE communicated by Theya Kanagaratnam.

### JURAT & OATH

state: of California  
Alameda County

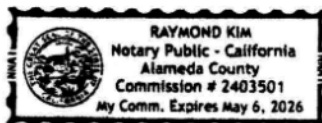
Sworn to (or affirmed) and subscribed before me on this 29<sup>th</sup> day of December, 20 22 by Theya Kanagaratnam who proved to me on the basis of satisfactory evidence to be one of the people who appeared before me and executed the forgoing instrument for the purpose stated therein and acknowledged that said execution was by ~~his~~ her free act and deed.



Notary Public's Signature

May 6<sup>th</sup>, 2026

Commission Expiration Date





*Certified*

KANAGARATNAM, THEYA  
2316 LAKESHORE AVENUE, UNIT # 16  
OAKLAND, CA 94606  
USA

# UCC-11 Form

## Mailing Information:

**FILER INFORMATION (optional)***Full name:* **THEYA KANAGARATNAM***Phone:* **510-356-5776****SEND ACKNOWLEDGEMENT TO:***Contact Name:* **KANAGARATNAM, THEYA***Street #1:* **2316 LAKESHORE AVENUE, UNIT # 16***City, State Zip:* **OAKLAND, CA 94606***Country:* **USA**

## Request Information:

**Certified Copy****Request Method: Filing Number(s)****202396191610***Ucc11 Search Option:* **ALL***Only Search Records After the Date:*

Page:  
UCC11 Request:  
To:2 of 13  
MA SOC Filing Num  
49234

Page: 02 of 13

Commonwealth of Massachusetts  
William Francis Galvin, Secretary of the Commonwealth  
Uniform Commercial Code

UNIFORM COMMERCIAL CODE - RECORD OF FILING

3 8:45:00 AM  
202396191610

January 3, 2023

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN, SECRETARY OF THE COMMONWEALTH

DATE: 01/04/2023

CLERK

From: Theya Kanagaratnam

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Theya Kanagaratnam 510-356-5776</b>
B. E-MAIL CONTACT AT FILER (optional) <b>theyak101@yahoo.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Theya Kanagaratnam 2316 Lakeshore Avenue, Unit #16 Oakland, CA 94606</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**202294902660**1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)  
(or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9.  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.5. ☐ PARTY INFORMATION CHANGE:Check one of these two boxes:This Change affects ☐ Debtor or ☐ Secured Party of recordAND Check one of these three boxes to:☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b6. CURRENT RECORD INFORMATION: Complete for Party Information Change provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		
	SUFFIX		

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☒ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

Addendum includes the following attached documents for debt payoff and recoupment purposes:

1. NEW CREDIT AGREEMENT DEBT PAYOFF CONTRACT SECURITY
2. SATISFACTION OF MORTGAGE / DEBT LIEN
3. PRIVATE BANKER CERTIFICATE
4. WITNESS AFFIDAVIT
5. PROCESS SERVER/MAILER AFFIDAVIT

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME <b>THEYA KANAGARATNAM, ESTATE</b>			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Notarized Documents for Mortgage NOTE &amp; Satisfaction of Mortgage Lien Release &amp; Recoupment

**AFFIDAVIT OF TRUTH OF  
CREDIT AGREEMENT PAYOFF SECURITY INSTRUMENT  
PRESENTMENT / COMMUNICATION**

December 29, 2022

The undersigned Affiant, Alphonso Jackson, hereinafter "Affiant", does solemnly swear, affirm, declare, and state as follows:

**For the Record**

1. Affiant is competent to state the matters set forth herein.
2. Affiant has knowledge of the facts stated herein.
3. All the facts herein are true, correct, and complete, admissible as evidence and if called upon as a witness, Affiant will testify to their veracity.

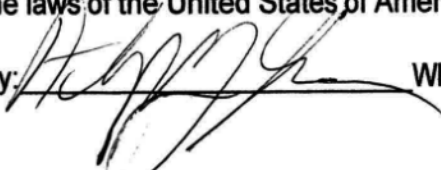
**Plain Statement of Facts**

On **December 29, 2022** at 2:38 PM Theya Kanagaratnam presented the State Registered New Credit Agreement Debt Lien Payoff Contract Security, NOTE Draft bank business instrument No. 000011714 used as Legal Tender in PAYMENT BANK ACCEPTED Payoff of the Claimed Debt, and WITHOUT PREJUDICE, Debt Lien Payoff release and Satisfaction of Claimed debt that are Legal Documents as stated on these two (2) legal documents to CENLAR by way of USPS Certified Mail to 425 Phillips Blvd., Ewing, NJ 08618.

**The Payoff Package Presented and communicated to CENLAR by way of USPS certified mail included the following documents:**

1. Credit Agreement Debt Lien Payoff Security NOTE Draft Bank Business Instrument No. 000011714.
2. NOTE Draft Processing Memorandum.
3. Debt Lien Release and Satisfaction Document.
4. UCC1 Security Registration of payoff Security.
5. UCC3 Assignment to United States Treasury Property Custodian

IN WITNESS WHEREOF I hereunto set my hand and seal on this 29 day of Dec 20-22 and hereby certify all the statements made above are true, correct, and complete under the penalty of perjury in the laws of the United States of America.

By:  WITHOUT RECOURSE communicated by Alphonso Jackson



## JURAT & OATH

**state: of California**  
**Alameda County**

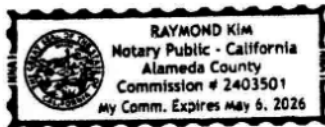
Sworn to (or affirmed) and subscribed before me on this 29<sup>th</sup> day of December, 2022  
by Alphonso Jackson who proved to me on the basis of satisfactory evidence to be one of the people who  
appeared before me and executed the forgoing instrument for the purpose stated therein and acknowledged  
that said execution was by his/her free act and deed.



Notary Public's Signature

May 6<sup>th</sup>, 2026

Commission Expiration Date



2316 Lakeshore Avenue, Unit #16  
Oakland, CA 94606

November 25, 2022

CENLAR FSB  
ATTN: Manager of Debt Collections  
425 Phillips Blvd,  
Ewing, NJ 08618

Regarding your recent Account Activity Statement dated: 11/17/2022 and the subsequent communication from your representative dated 11/21/2022 with File number: 22-01281-CE-CA, which is not a true bill, verified claim, or invoice, where you claim that I owe you money for THEYA KANAGARATNAM's debt in the amount of \$67,778.66, that I did not authorize.

I am now requesting for you to send certified proof that you have the Jurisdiction and Authority to send me, Theya Kanagaratnam, the General Executor and Beneficiary of the THEYA KANAGARATNAM, ESTATE AND TRUST anything at my address? I am NOT this THEYA KANAGARATNAM TRUST that owes any debt to you.

I am the General Executor, Beneficiary, Principal, and Administrator of the THEYA KANAGARATNAM ESTATE and ALL CONSTRUCTIVE TRUSTS, WITHOUT RECOURSE; non-surety; non-adversarial; non-divergent; non-combatant party; Not an enemy (ENEMY) of the STATE pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2); Private Banker/Creditor/ National Bank under definition of Law. I hold and am the Power of Attorney General; General Executorship; Administrator, and Beneficiary of the THEYA KANAGARATNAM, ESTATE and all Constructive TRUSTS, legal fictions, and am in possession of your recent voluntary submission of your non-evidentiary document addressed to the THEYA KANAGARATNAM ESTATE consisting of possible mail fraud. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).

CENLAR FSB, must herein provide the original contract between us and a true and certified copy of the complete audit trail, all allonges, and assignments of said account; furthermore, in order for me, Theya Kanagaratnam, General Executor, to validate your claimed and alleged claimed debt, please provide verification through audit certification of debt entry in accordance with DAC and IFRS in accordance with GAAP, General Accepted Accounting Principles; Basal 3, Banking principals and accounting; and the UNITED NATIONS accord (UNCITRAL) convention Bills of Exchange and Promissory Note Treaty Law that was legally adopted by the United States in 1989 as money and payment of all debts.

Please do NOT send anything to my address in the name of this THEYA KANAGARATNAM Legal Fiction ESTATE PERSON or any durative of this Legal Fiction PERSON as this is NOT me. I will not commit a crime by accepting this THEYA KANAGARATNAM PERSON's MAIL addressed to her and sent to me at my place of living pursuant to the UPU Treaty Law and the UPU United States Post Office Postal regulations manual.

I require a verified and certified copy of your FR 1099 for the current year and your FR 2046 balance sheet as they relate to the claimed original "loan" or "debt" you claim I owe you. I will also need the original signed contract under penalty of perjury of my *wait Blue* inked signed bilateral credit agreement contract which is the only establishment of my debt with you.

"C"

As far as I know nor can remember, there is no legal and binding bilateral contract signed by me and you in blue ink, as I always sign, that is between you and myself establishing any debt or loan with you or your corporate company.

Should you fail to substantiate and validate your claim, please settle, set off and recoup by balancing your Credit and Debit bookkeeping books Ledgers of this account immediately within the next 30 days with my funding signature which you know creates money for payment as the General Executor and Beneficiary of the THEYA KANAGARATNAM ESTATE and TRUST that are under a Legal Fiction STRAWMAN REDEMPTION ACCOUNT ESTATE/TRUST and Government Human Collateral patent.

Sincerely,

Signature: BY Theya Kanagaratnam

By Theya Kanagaratnam, Jus soli, General Executor and Beneficiary of the Government Legal Fiction THEYA KANAGARATNAM ESTATE and Constructive TRUST, WITHOUT RECOURSE. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC 4405 (b) (2).

CC: James Taylor, Customer Service  
National Default Servicing Corporation

#### JURAT

state of California)  
County of Alameda) ss

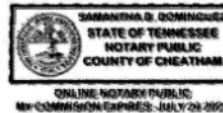
City of Cheatham

Sworn to (or affirmed) and subscribed before me on this 20 day of November 2022  
by Theya Kanagaratnam, proved to me on the basis of satisfactory evidence to be one of  
the people who appeared before me and executed the foregoing instrument for the purpose  
stated therein and acknowledged that said execution was by his free act and deed.

Samantha B. D.

Signature of Notary Public.

My commission expires July 26, 2025 SEAL  
Document Notarized using a Live Audio-Video Connection







EVIDENCE "C"

December 6, 2022

Dear Letter Stream:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9214 8901 4298 0476 1671 23.**

**Item Details**

<b>Status:</b>	Delivered, Front Desk/Reception/Mail Room
<b>Status Date / Time:</b>	December 6, 2022, 10:56 am
<b>Location:</b>	TRENTON, NJ 08618
<b>Postal Product:</b>	First-Class Mail®
<b>Extra Services:</b>	Certified Mail™ Return Receipt Electronic
<b>Recipient Name:</b>	CENLAR FSB

**Shipment Details**

<b>Weight:</b>	0.8oz
----------------	-------

**Recipient Signature**

Signature of Recipient:

WAA  
1874

Address of Recipient:

425 Pkldm

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

EVIDENCE C

2316 Lakeshore Avenue, Unit #16  
Oakland, CA 94606

December 5, 2022

CENLAR  
ATTN: **Stephen Gozdan or current CFO**  
425 Phillips Blvd.,  
Ewing, NJ 08618

Regarding the recent correspondence by your representative from National Default Servicing Corporation dated 11/29/2022 with File number: NDSC File # 22-01281-CE-CA, is not a true bill, verified claim, or invoice, where you claim that I owe you money for THEYA KANAGARATNAM's debt in the amount of \$68,035.43 that I did not authorize.

I am now requesting for you to send certified proof that you and your representative have the Jurisdiction and Authority to send me, Theya Kanagaratnam, the General Executor and Beneficiary of the THEYA KANAGARATNAM, ESTATE AND TRUST anything at my address? I am NOT this THEYA KANAGARATNAM TRUST that owes any debt to you.

I am the General Executor, Beneficiary, Principal, and Administrator of the THEYA KANAGARATNAM ESTATE and ALL CONSTRUCTIVE TRUSTS, WITHOUT RECOURSE; non-surety; non-adversarial; non-divergent; non-combatant party; Not an enemy (ENEMY) of the STATE pursuant to **40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2)**; Private Banker/Creditor/ National Bank under definition of Law. I hold and am the Power of Attorney General; General Executorship; Administrator, and Beneficiary of the THEYA KANAGARATNAM, ESTATE and all Constructive TRUSTS, legal fictions, and am in possession of your recent voluntary submission of your non-evidentiary document addressed to the THEYA KANAGARATNAM ESTATE consisting of possible mail fraud. **All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).**

CENLAR FSB, must herein provide the original contract between us and a true and certified copy of the complete audit trail, all allonges, and assignments of said account; furthermore, in order for me, Theya Kanagaratnam, General Executor, to validate your claimed and alleged claimed debt, please provide verification through audit certification of debt entry in accordance with **DAC and IFRS** in accordance with **GAAP, General Accepted Accounting Principles; Basal 3, Banking principals and accounting**; and the **UNITED NATIONS accord (UNCITRAL)** convention Bills of Exchange and Promissory Note Treaty Law that was legally adopted by the United States in 1989 as money and payment of all debts.

Please do NOT send anything to my address in the name of this THEYA KANAGARATNAM Legal Fiction ESTATE PERSON or any durative of this Legal Fiction PERSON as this is

NOT me. I will not commit a crime by accepting this THEYA KANAGARATNAM PERSON's MAIL addressed to her and sent to me at my place of living pursuant to the UPU Treaty Law and the UPU United States Post Office Postal regulations manual.

I require a verified and certified copy of your **FR 1099** for the current year and your **FR 2046** balance sheet as they relate to the claimed original "loan" or "debt" you claim I owe you. I will also need the original signed contract under penalty of perjury of my wet Blue Inked signed bilateral credit agreement contract which is the only establishment of my debt with you.

As far as I know nor can remember, there is no legal and binding bilateral contract signed by me and you in blue ink, as I always sign, that is between you and myself establishing any debt or loan with you or your corporate company.

If your claim is valid, I intend to pay you the entire balance with a valid and legal Security NOTE Draft and/or Bill of Exchange Bank Business Instrument money and U.S. Currency mailed to you within 10 working days after you lawfully and legally validate your alleged claim against me.

Should you fail to substantiate and validate your claim, please settle, set off and recoup by balancing your Credit and Debit bookkeeping books Ledgers of this account immediately within the next 30 days with my funding signature which you know creates money for payment as the General Executor and Beneficiary of the THEYA KANAGARATNAM ESTATE and TRUST that are under a Legal Fiction STRAWMAN REDEMPTION ACCOUNT ESTATE/TRUST and Government Human Collateral patent.

Sincerely,

Signature: BY \_\_\_\_\_  
By Theya Kanagaratnam, Jus soli, **General Executor and Beneficiary** of the Government Legal Fiction THEYA KANAGARATNAM, ESTATE and Constructive TRUST, **WITHOUT RECOURSE. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).**

CC: Deandre Garland, Customer Service  
National Default Servicing Corporation



# USPS Tracking®

FAQs >

Remove X

Tracking Number:

70200090000013300902

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

## Latest Update

Your item was delivered to the front desk, reception area, or mail room at 10:43 am on December 7, 2022 in TRENTON, NJ 08618.

Get More Out of USPS Tracking:

USPS Tracking Plus®

### Delivered

Delivered, Front Desk/Reception/Mail Room

TRENTON, NJ 08618  
December 7, 2022, 10:43 am

### Arrived at Post Office

TRENTON, NJ 08608  
December 7, 2022, 8:32 am

### Out for Delivery

TRENTON, NJ 08618  
December 7, 2022, 7:48 am

### Arrived at USPS Regional Destination Facility

TRENTON NJ DISTRIBUTION CENTER  
December 6, 2022, 9:52 pm

### In Transit to Next Facility

December 6, 2022

### Departed USPS Regional Origin Facility

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

7020 0090 0000 1330 0902

Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	\$3.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$1.68
Total Postage and Fees	\$8.93

Postmark: 12/05/2022

Sent To: **CENLAR ATTN: CFO**  
Street and Apt. No., or PO Box No.: **425 Phillips Blvd**  
City, State, ZIP+4®: **EWING, NJ 08618**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

• OAKLAND CA DISTRIBUTION CENTER  
December 5, 2022, 11:27 pm

• Arrived at USPS Regional Origin Facility  
OAKLAND CA DISTRIBUTION CENTER  
December 5, 2022, 11:26 pm

• USPS in possession of item  
OAKLAND, CA 94610  
December 5, 2022, 2:54 pm

Hide Tracking History

Text & Email Updates	▼
USPS Tracking Plus®	▼
Product Information	▼
See Less ^	

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

2316 Lakeshore Avenue, Unit #16  
Oakland, CA 94606

December 5, 2022

Citibank, N.A  
ATTN: **Tony Beck, Document Control Officer**  
1000 Technology Drive  
O'Fallon, MO 63368

**Re: Acct#s: 106091318334000,113042500045000 and 9222173156**

Regarding your recent Substitution of Trustee Authorization to National Default Servicing Corporation (NDSC) dated 06/22/2022 and the NDSC's recent collection notice correspondence dated 11/29/222 with File number: NDSC File # 22-01281-CE-CA which is not a true bill, verified claim, or invoice, where they claim that I owe money for THEYA KANAGARATNAM's debt in the amount of \$68,035.43 that I did not authorize.

I, Theya Kanagaratnam, is the General Executor and Beneficiary of the THEYA KANAGARATNAM, ESTATE AND TRUST. I am NOT this THEYA KANAGARATNAM TRUST that owes any debt to you or to the party you signed over some Trustee Authorization to or to your Servicer CENLAR, FSB.

I am the General Executor, Beneficiary, Principal, and Administrator of the THEYA KANAGARATNAM ESTATE and ALL CONSTRUCTIVE TRUSTS, WITHOUT RECOURSE; non-surety; non-adversarial; non-divergent; non-combatant party; Not an enemy (ENEMY) of the STATE pursuant to **40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2)**; Private Banker/Creditor/ National Bank under definition of Law. I hold and am the Power of Attorney General; General Executorship; Administrator, and Beneficiary of the THEYA KANAGARATNAM, ESTATE and all Constructive TRUSTS, legal fictions, and am in possession of your recent voluntary submission of your non-evidentiary document addressed to the THEYA KANAGARATNAM ESTATE consisting of possible mail fraud. **All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).**

Citibank, N.A., must herein provide the original contract between us and a true and certified copy of the complete audit trail, all allonges, and assignments of said account; furthermore, in order for me, Theya Kanagaratnam, General Executor, to validate your claimed and alleged claimed debt, please provide verification through audit certification of debt entry in accordance with **DAC and IFRS** in accordance with **GAAP, General Accepted Accounting Principles; Basal 3, Banking principals and accounting**; and the **UNITED NATIONS accord (UNCITRAL)** convention Bills of Exchange and Promissory Note Treaty Law that was legally adopted by the United States in 1989 as money and payment of all debts.



Please do NOT send anything to my address in the name of this THEYA KANAGARATNAM Legal Fiction ESTATE PERSON or any durative of this Legal Fiction PERSON as this is NOT me. I will not commit a crime by accepting this THEYA KANAGARATNAM PERSON's MAIL addressed to her and sent to me at my place of living pursuant to the UPU Treaty Law and the UPU United States Post Office Postal regulations manual.

I require a verified and certified copy of your **FR 1099** for the current year and your **FR 2046** balance sheet as they relate to the claimed original "loan" or "debt" you claim I owe you. I will **also need the original signed contract under penalty of perjury of my wet Blue Inked signed bilateral credit agreement contract** which is the only establishment of my debt with you.

As far as I know nor can remember, there is no legal and binding bilateral contract signed by me and you in blue ink, as I always sign, that is between you and myself establishing any debt or loan with you or your corporate company.

Should you fail to substantiate and validate your claim, please settle, set off and recoup by balancing your Credit and Debit bookkeeping books Ledgers of this account immediately within the next 30 days with my funding signature which you know creates money for payment as the General Executor and Beneficiary of the THEYA KANAGARATNAM ESTATE and TRUST that are under a Legal Fiction STRAWMAN REDEMPTION ACCOUNT **ESTATE/TRUST** and Government Human Collateral patent.

Sincerely,

Signature: BY \_\_\_\_\_

By Theya Kanagaratnam, Jus soli, **General Executor and Beneficiary** of the Government Legal Fiction THEYA KANAGARATNAM, ESTATE and Constructive TRUST, **WITHOUT RECOURSE. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).**

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**Delivered, Left with Individual**

O FALLON, MO 63368

December 12, 2022, 1:31 pm

## Arrived at Post Office

O FALLON, MO 63368

December 12, 2022, 11:37 am

## Out for Delivery

O FALLON, MO 63368

December 12, 2022, 6:10 am

## Departed USPS Regional Facility

SAINT LOUIS MO NETWORK DISTRIBUTION CENTER

December 11, 2022, 3:27 am

## Arrived at USPS Regional Destination Facility

SAINT LOUIS MO NETWORK DISTRIBUTION CENTER

December 11, 2022, 1:46 am

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
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OFFICIAL USE	
Certified Mail Fee \$4.00	\$3.25
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage \$1.68	
Total Postage and Fees \$8.93	
Postmark Here	
12/05/2022	
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Street and Apt. No., or PO Box No. <i>1000 Technology Dr</i>	
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**In Transit to Next Facility**

December 10, 2022

**Departed USPS Regional Origin Facility**

OAKLAND CA DISTRIBUTION CENTER  
December 6, 2022, 1:04 am

**Arrived at USPS Regional Origin Facility**

OAKLAND CA DISTRIBUTION CENTER  
December 5, 2022, 11:26 pm

**USPS in possession of item**

OAKLAND, CA 94610  
December 5, 2022, 2:52 pm

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**JUDICIAL NOTICE OF MEMORANDUM OF LAW-  
Points and Authorities in Support of International Bill of Exchange**

"Those who constitute an association nationwide of private, unincorporated persons engaged in the business of banking to issue notes against these obligations of the United States due them; whose private property is at risk to collateralize the government's debt and currency, by legal definitions, a "national banking association"; such notes, issued against these obligations of the United States to that part of the public debt due its Principals and Sureties are required by law to be accepted as "legal tender" of payment for all debts public and private, and are defined in law as "obligations of the United States", on the same par and category with Federal reserve notes and other currency and legal tender obligations."

**RE: Item tendered for Extinguishment and Discharge of Debt.**

**The instrument tendered to the bank and negotiated to the United States Treasury for settlement is an "Obligation of THE UNITED STATES," under Title 18 USC Sect.8, representing as the definition provides a "certificate of indebtedness ....drawn upon an authorized officer of the United States," (in this case the Secretary of the Treasury) "issued under an Act of Congress" (in this case public law 73-10, HJR-192 of 1933 and Title 31 USC 3123, and 31 USC 5103) and by treaty (in this case the UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE AND INTERNATIONAL PROMISSORY NOTES (UNCITRAL) and the Universal Postal Union headquartered in Bern, Switzerland).**

**TITLE 18 > PART I > CHAPTER 1 > Sec. 1. > Sec. 8.**

**Sec. 8. - Obligation or other security of the United States defined**

**The term "obligation or other security of the United States" includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, securities, bills of exchange, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps.**

The International Bill of Exchange is legal tender as a national bank note, or note of a National Banking Association, by legal and/or statutory definition (UCC 4-105, 12CFR Sec. 229.2, 210.2, 12 USC 1813, 31 USC 5312(2)(C)), issued under Authority of the United States Code 31 USC 392, 5103, which officially defines this as a statutory legal tender obligation of THE UNITED STATES, and is issued in accordance with 31 USC 3123 and HJR-192 (1933) which establish and provide for its issuance as "Public Policy" in remedy for discharge of equity interest recovery on that portion of the public debt to its principals and Sureties bearing the Obligation of THE UNITED STATES.

This is a statutory remedy for equity interest recovery due the principles and sureties of the United States for **discharge of lawful debts in commerce in conjunction with US obligations to that portion of the public debt it is intended to reduce.**

During the financial crisis of the depression, in 1933 substance of gold, silver and real money was **removed** as a foundation for our financial system.

In its place the **substance** of the American citizenry: **their** real property, wealth, assets and productivity **that belongs to them** was, in effect, 'pledged' by the government and **placed at risk** as the **collateral** for US debt, **credit and currency** for commerce to function.

This is well documented in the actions of Congress and the President at that time and in the Congressional debates that preceded the adoption of the reorganizational measures:

**Senate Document No. 43, 73rd Congress, 1st Session, stated,**

"Under the new law the money is issued to the banks **in return** for **Government obligations, bills of exchange, drafts, notes, trade acceptances, and banker's acceptances.** The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. It will represent a mortgage on all the homes and other property of all the people in the Nation." (Which lawfully belongs to these private citizens.)

The National Debt is defined as "**mortgages on the wealth and income of the people of a country.**" (Encyclopedia Britannica, 1959.)

The people's wealth, .... The people's income.

The reorganization is evidenced by:

The Emergency Banking Act, March 9, 1933,



House Joint Resolution 192, June 5, 1933 (public law 73-10, Ch. 48 (112)(113)

And the Series of Executive Orders that surrounded them:

6073- Reopening of Banks. Embargo on Gold Payments and Exports, and Limitations on Foreign Exchange Transactions. March 10, 1933

6111-Transactions in foreign exchange are permitted under Governmental Supervision. April 20, 1933

6102 - Forbidding the hoarding of gold coin, gold bullion and gold certificates. April 5,

On December 23, 1913, Congress had passed "An Act to provide for the establishment of Federal reserve banks, to furnish an elastic currency, to afford a means of rediscounting commercial paper, to establish a more effective supervision of banking in the United States, and for other purposes". The Act is commonly known as the "**Federal Reserve Act**".

One for the purposes for enacting the Federal Reserve Act was:

(3) to authorize "**hypothecation**" of obligations including "**United States bonds or other securities which Federal reserve Banks Investment Companies are authorized to hold**" under Section 14(a); 12 USC; cha. 6, 38 Stat. 251 Sect 14(a)

The term "**hypothecation**" as stated in Section 14(a) of the Act is defined:

"1. Banking. **Offer of** stocks, bonds, or other assets owned by a party **other than the borrower as collateral for a loan, without transferring title.** If the borrower turns the property over to the lender who holds it for safekeeping, the action is referred to as a pledge. If the borrower retains possession, but **gives the lender the right to sell the property in event of default,** it is a true hypothecation.

2. Securities. The pledging of negotiable securities to collateralize a broker's **margin** loan. The broker pledges the same securities to a bank as collateral for a broker's loan, the process is referred to as **rehypothecation.**"

[Dictionary Of Banking Terms, Fitch, pg. 228 (1997)]

As seen from the definitions, in hypothecation there is **equitable** risk to the **actual** owner.

Section 16 of the current Federal Reserve Act, which is codified at 12 USC 411, declares that "**Federal Reserve Notes**" are "**obligations of the United States**".

So we see the "**full faith and credit**" of the **United States**: which is the **substance** of the American citizenry: **their** real property, wealth, assets and productivity that **belongs to them, the people,** is thereby **hypothecated and rehypothecated** by the United States corporate government to its obligations as well as to the Federal Reserve **for the issuance and backing of Federal Reserve Notes as legal tender**



"for all taxes, customs, and other public dues".

## **TITLE 12 > CHAPTER 3 > SUBCHAPTER XII > Sec. 411.**

### **Sec. 411. - Issuance to reserve banks; nature of obligation; redemption**

Federal Reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. **The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues.**

The commerce and credit of the nation continues on today under financial reorganization (Bankruptcy) as it has since 1933, **still** backed by the assets and wealth of the American citizenry people: **at risk** for the **government's** obligations and currency.

Under the 14th amendment and numerous Supreme Court precedents, as well as in equity, **Private property can not be taken or pledged for public use without just compensation, or due process of law.** The United States **can not** pledge or risk the property and wealth of its **private** citizens, for any **government** purpose without legally providing them **remedy** to recover what is due them on their **risk**. Federal Reserve Bank investment companies can not sell what they don't own. Banks do not own the people's securities or promissory notes.

This principle is so well established in English common law and in the history of American jurisprudence. The 14th amendment provides: "**no person shall be deprived of...property without due process of law**".

And Courts have long ruled to have one's property legally held as collateral or surety for an alleged, presumed debt even when he still owns it and still has it is to deprive him of it since it is at risk and could be lost for the debt at any time.

The United States Supreme Court said, in United States v. Russell [13 Wall, 623, 627] "**Private property, the Constitution provides, shall not be taken for public use without just compensation.**"

"The **right of subrogation** is not founded on contract. It is a creature of equity; is enforced solely for the purpose of accomplishing the ends of substantial justice; and is independent of any contractual relations between the parties." Memphis & L. R. R. Co. v. Dow, 120 U.S. 287, 301-302 (1887).

The rights of a surety to recovery on his risk or loss when standing for the debts of another was reaffirmed again as late as 1962 in **Pearlman v. Reliance Ins.Co.**, 371 U.S. 132 when the Court said:

..."sureties compelled to pay debts for their principal have been

**deemed entitled to reimbursement, even without a contractual promise ...And probably there are few doctrines better established....."**

**The rights of payment and recoupment when debts of another have been discharged by state registered securities bank business instruments under the S.E.C. Act. according to the Honorable State Circuit Judge William C. Johnson, Jr. in Bank One, N.A. as Trustee v. Robert E Ward (Florida 2002) and many more court cases such as . Upon full payment twice by Defendant, Sara Sue Fugate, the court dismissed the case on the merits. Judge Johnson, regarding the Bill of Exchange quoted in the Defendant's favor with dismissal with prejudice the following quote directly from the court case transcripts.**

"#13. When asked, "What is a Bill of Exchange or Security Note Draft as My client does not know what it is." by the Bank One, N.A. Representative Attorney, the court proceeded to clarify by stating that a Bill of Exchange, promissory note, and registered Security Note Draft must be acceptable as debt payoff by the Plaintiff, Bank One, as "they are in the Banking Business", then the court added; "They're in the Business (BANKING BUSINESS). It is a Bank Instrument and payment." Court also said:

... "state registered new credit agreement contracts, state registered bank NOTE drafts, state registered Bills of Exchange, registered promissory Notes must be accepted by banks because Banks and lenders are in the "Banking Business" and these are "Bank Business Instruments."

Listed below are a few more laws, court cases, and authorities that quote these bank business instruments as debt payment that must be accepted as debt payment by Federal Private Reserve banks, lenders, investor trusts, and debt collector servicers:

- 1) **Public Law73-10,**
- 2) **UCC3-104(c),**
- 3) **Banking Business Law Title 12 USC 24 seventh,**
- 4) **Highland Capital Mgmt. LP v. Schneider, 607 F.3d 322, 327 (2d Cir. 2010),**
- 5) **Spencer v Sterling Bank, 63 Cal Ap. 4th 1055 (1998),**
- 6) **Guaranty Trust Co. of New York v Henwood et al, 59 S.Ct.847, 7) PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011),**
- 8) **MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By J. S. WATERMAN\*,**
- 9) **Wells Fargo v Carigliano (2010), and**



**10) Witkin Negotiable Instruments, Vol 3 (2001 Supplement) on the undersigned's UCC Contract Trust Account. These are not Treasury/Bond Account bank business instruments.**

**Black's Law Dictionary , 5th edition, defines "surety":**

**"One who undertakes to pay or to do any other act in event that his principal fails therein. Everyone who incurs a liability in person or estate for the benefit of another, without sharing in the consideration or interest as a third party of interest, unlawfully stands in the position of a "surety."**

**Constitutionally and in the laws of equity, the United States could not borrow or pledge the property and wealth of its private citizens, put at risk as collateral for its currency and credit without legally providing them equitable remedy for recovery of what is due them. Remedy under Reservation of Rights can be found at UCC 1-103.6 and UCC 1 -308 (Old 207.4)**

The United States government, of course, did **not** violate the law or the Constitution in this way, in order to collateralize its financial reorganization, but did, **in fact**, provide such a legal remedy so that it has been able to continue on since 1933 to hypothecate the **private** wealth and assets of those classes of persons by whom it is owned, **at risk backing the government's** obligations and currency, **by their implied consent**, through the government having provided such **remedy**, as defined and codified above, for recovery of what is due them on their assets and wealth at risk.

The United States Obligation to pay all debts incurred by the American people provisions for this are found in the same act of "Public Policy" **HJR-192, public law 73-10, Chapter 48 (112) (113)** that suspended the gold standard for our currency, abrogated the right to demand payment in gold, and made Federal Reserve notes for the first-time legal tender, **"backed by the substance or "credit of the nation"** against the Constitution.

**All US currency since that time is only credit against the real property, wealth and assets belonging to the private sovereign American people, taken and/or 'pledged' by THE UNITED STATES CORPORATE GOVERNMENT to its **secondary** creditors as **security** for its obligations.**

Consequently, those **backing** the nation's credit and currency could not recover what was due them **by anything drawn on Federal Reserve notes without expanding their risk and obligation to themselves**. Any recovery payments backed by this currency would only **increase** the public debt its citizens were collateral for, **which an equitable remedy was intended to reduce**, and in equity would not satisfy anything. And there was **no longer actual money of substance to pay anybody**.



There are other serious limitations on our present system. **Since the institution of these events, for practical purposes of commercial exchange, there has been no actual lawful constitutional money in circulation by which debt owed from one party to another can actually be repaid.**

There is **only the discharge of debt with an even exchange of people's signed securities for property representing money, and the equivalent of money, but not actual money.**

Federal Reserve Notes, although made legal tender for all debts public and private in the reorganization, can only **discharge** a debt. Debt must be **"paid"** with **value or substance** (i.e. gold, silver, barter, labor, securities, bills of exchange, and new credit agreement Security Bank NOTE Drafts, people's signatures, an Exchange of value, or a commodity).

For this reason, HJR-192 (1933), which established the "public policy" of our current monetary system, repeatedly uses the technical term of "discharge" in conjunction with "payment" in laying out public policy for the new system. A debt currency system cannot pay debt.

So from that time to the present, commerce in the corporate UNITED STATES and among sub-corporate subject entities has had only debt note instruments, such as new credit agreement securities NOTE Bank Drafts and Bills of Exchange which both are bank business instruments and must be accepted by Federal Private Reserve Banks for debt payment by which debt can be discharged, extinguished, exchanged, and transferred in different forms.

The unpaid debt, created and/or expanded by the plan now carries a **public liability** for collection in that when debt is discharged with debt instruments, (i.e. Federal Reserve Note Dollars, new credit agreements, security NOTE Bank Drafts, and Bills of Exchange included), by our commerce, debt is inadvertently being **expanded** instead of being **cancelled**, thus **increasing the public debt. A situation potentially fatal to any economy.**

Congress and government officials who orchestrated the public laws and regulations that made the **financial reorganization** anticipated the long term effect of a debt based financial system which many in government feared, and which we face today in servicing the interest on trillions upon trillions of dollars in US Corporate public debt and in this same act made provision not only for the **recovery remedy to satisfy equity** to its Sureties, but **to simultaneously resolve this problem as well.**

Since it is, in fact, the real property, wealth and assets of that class of persons that is the substance backing all the other obligations, currency and credit of THE UNITED STATES CORPORATE GOVERNMENT and such currencies could not be used to reduce its obligations for equity interest recovery to its Principals and Sureties, HJR-192, Public Law 73-10, Cha 48 (112)(113) further made the "notes of national banks" and "national banking associations" on a par with its other currency and legal tender

obligations for Private Bankers pursuant to 31 USC 5312(2)(C) as National Banks and Creditors by fund signature creation of money.

Now **TITLE 31, SUBTITLE IV, CHAPTER 51, SUBCHAPTER I, Sec. 5103.** says,

*“Legal tender - United States coins and currency (including Federal reserve notes and circulating notes of Federal reserve banks and national banks) are **legal tender** for all debts, public charges, taxes, and dues.”*

But this official definition for ‘legal tender’ was first established in HJR-192 (1933) in the same act that made federal reserve notes and notes of national banking associations legal tender.

**Public Policy HJR-192 JOINT RESOLUTION TO SUSPEND THE GOLD STANDARD AND ABROGATE THE GOLD CLAUSE, JUNE 5, 1933 (Later to become law Public Le 73-10, Chapter 48 sections 112,113 debt discharge remedy.)**

**H.J. Res. 192, 73rd Cong., 1st Session**

Joint resolution to assure uniform value to the coins and currencies of the United States.

As used in this resolution, the term **“obligation” means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term “coin or currency” means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks, Private Banker National Banks, and national banking associations pursuant to 31 USC 5312(2)(C).**

**“All coins and currencies of the United States (including Federal Reserve notes, registered new credit agreement contract Securities, Bills of Exchange, circulating notes of Federal Reserve banks, and Private Banker National Banks such as Private Bankers Banks pursuant to Federal statutes and International and American common law under the organic and Federal Constitutional “Supreme Law of the Land” and pursuant to 31 USC 5312(2)(C) heretofore or hereafter coined or issued, **shall be legal tender and accepted by Federal private Reserve Banks** for all debts, public and private, public charges, taxes, duties, and dues,”**

[USC Title 12.221 Definitions – “The terms **“national bank”** and **“national banking association”**... shall be held to be **synonymous and interchangeable.**”] with common law private Bankers Banks.

**“notes of national banks”, “private bankers banks”, or “national banking associations” have continuously been maintained in the official definition of legal tender since June 5, 1933 to the present day, when the term had never been used to define “currency” or “legal tender” before that.**

Prior to 1933 the forms of currency in use that were legal tender were many and varied:



-United States Gold Certificates – United States Notes – Treasury Notes – Interest bearing notes – Gold Coins of United States – Standard silver dollars – Subsidiary silver coins – minor coins - Commemorative coins –

**but the list did not include federal reserve notes or notes of national banks or national banking associations** despite the fact national bank notes were a common medium of exchange or “currency” and had been, almost since the founding of our banking system and were backed by United States bonds, full faith and credit, even exchange, or other securities on deposit for the bank with the US Treasury.

Further, **from the time of their inclusion in the definition they have been phased out** until presently **all** provision in the United States Code pertaining to **common law or incorporated federally chartered National Banking institutions issuing, redeeming, replacing, trading, and, accepting circulating notes, bills of exchange, securities, or new credit agreement contracts that were registered into securities** have all been repealed.

## **USC TITLE 12 > CHAPTER 2 - NATIONAL BANKS**

### **SUBCHAPTER V - OBTAINING AND ISSUING CIRCULATING NOTES**

Sec.101 to 110. *Repealed*. Pub. L. 103-325, title VI, Sec. 602e5-11, f2-4A, g9, Sept. 23, 1994, 108 Stat. 2292, 2294

### **SUBCHAPTER VI - REDEMPTION AND REPLACEMENT OF CIRCULATING NOTES**

Sec.121. *Repealed*. Pub. L. 103-325, title VI, Sec. 602f4B, Sept. 23, 1994, 108 Stat. 2292

Sec.121a. Redemption of notes unidentifiable as to bank of issue  
Sec.122. *Repealed*. Pub. L. 97-258, Sec. 5b, Sept. 13, 1982, 96 Stat. 1068  
Sec.122a. Redeemed notes of unidentifiable issue; funds charged against

Sec 123 to 126. *Repealed*. Pub. L. 103-325, title VI, Sec. 602e12, 13, f4C, 6, Sept. 23, 1994, 108 Stat. 2292, 2293

Sec127. *Repealed*. Pub. L. 89-554, Sec. 8a, Sept. 6, 1966, 80 Stat. 633

**As stated in ‘Money and Banking’, 4th edition, by David H. Friedman, publ. by the American Bankers Association, page 78, “Today commercial banks no longer issue currency, ....” Nor do banks loan money. Banks deal in unregistered and registered securities used as money.**

It is clear, federally incorporated banking institutions subject to the restrictions and repealed provisions of Title 12, **are not those primarily referred to maintained in the current definition of “legal tender”.**

The legal statutory and professional definitions of “bank”, “banking”, and “banker”



used in the United States Code and Code of Federal Regulations are not those commonly understood for these terms and have made the statutory definition of **"Bank"** accordingly:

**UCC 4-105 PART 1 "Bank" means a person engaged in the business of banking,**

**12CFR Sec. 229.2 Definitions (e) Bank means—"the term bank also includes any person engaged in the business of banking," Including a State Registered Private Banker or security processing company..**

**12CFR Sec. 210.2 Definitions. (d)" Bank means any person engaged in the business of banking. Such as a Private Banker ( This includes a State Licensed Security Processing Company.**

**USC Title 12 Sec. 1813. –Definitions of Bank and Related Terms. – (1) Bank: - The term "bank" – (A) "means any national bank, State bank, and District bank, and any Federal branch and insured branch;" included are unincorporated individual private bankers, the American people upon registration.**

**Black's Law Dictionary, 5th Edition, page 133, defines a **"Banker"** as,**

**"In general sense, person that engages in business of banking. In narrower meaning, a private person.....; who is engaged in the business of banking without being incorporated. Under some statutes, an individual banker, as distinguished from a "private banker", is a person who, having complied with the statutory requirements, has received authority from the state to engage in the business of banking, while a private banker is a person engaged in banking without having any special privileges or authority from the state. "**

**Private Bankers Bank is registered in Texas and Florida to do national and international processing of securities under the Supreme Law of the Land.**

**"Banking" Is partly and optionally defined as "The business of issuing notes for circulation....., negotiating bills."**

**Black's Law Dictionary, 5th Edition, page 133, defines **"Banking"**:**

**"The business of banking, as defined by law and custom, consists in the issue of notes .....intended to circulate as money....."**

**And defines a **"Banker's Note"** as:**

**"A commercial instrument resembling a bank note in every particular except that it is given by a private banker or unincorporated banking institution."**

**Federal Statute does not specifically define "national bank" and "national banking association" in those sections where these uses are legislated on to exclude a private banker or unincorporated banking institution.**

It **does** define these terms to the **exclusion** of such persons in the chapters and sections where the issue and circulation of notes by national banks has been repealed or **forbidden**.

**"In the absence of a statutory definition, courts give terms their ordinary meaning. "Bass, Terri L. v. Stolper, Koritzinsky, 111 F.3d 1325, 7th Cir. App. (1996).**

As the U.S. Supreme Court noted, **"We have stated time and again that courts must presume that a legislature says in a statute what it means and means in a statute what it says there."** See, e.g., **United States v. Ron Pair Enterprises, Inc.**, 489 U.S. 235, 241 -242 (1989); **United States v. Goldenberg**, 168 U.S. 95, 102 -103 (1897);

**"The legislative purpose is expressed by the ordinary meaning of the words used. "Richards v. United States, 369 U.S.1 (1962).**

Therefore, as noted above, the legal definitions relating to 'legal tender' have been written by Congress and maintained as such to be both **exclusive**, where necessary, and **inclusive**, where appropriate, to provide in its statutory definitions of **legal tender** for the **inclusion** of all those, who by definition of private, unincorporated persons engaged in the business of banking to issue notes, new credit agreements, bank NOTE drafts, Bills of Exchange, promissory notes, and State registered securities **against** the obligation of the United States for recovery on their risk, whose **private** assets and property are being used to collateralize the obligations of the United States since 1933, as collectively and nationally constituting a legal class of persons being a **"national bank" or "national banking association" with the right to issue such notes, new credit agreements, promissory notes, bank NOTE drafts, Bills of Exchange, and State registered securities against The Account and Security Obligation of THE UNITED STATES for equity interest recovery due and accrued to these Principals and Sureties of the United States backing the obligations of US currency and credit; as a means for the legal tender discharge of lawful and legal debts, and alleged or presumed bank debts in commerce as remedy due them in conjunction with US obligations to the discharge of that portion of the public debt, which is provided for in the present financial reorganization still in effect and ongoing since 1933. [12 USC 24 seventh, 12 USC 411, 18 USC 8, 12 USC; ch. 6, 38 Stat. 251 Sect 14(a), 31 USC 5118, 3123. with rights protected under the 14th Amendment of the United States Constitution, by the U.S. Supreme Court in United States v. Russell (13 Wall, 623, 627), Pearlman v. Reliance Ins. Co., 371 U.S. 132,136,137 (1962), The United States v. Hooe, 3 Cranch (U.S.)73(1805), in conformity with the U.S. Supreme Court 79 U.S. 287 (1870), 172 U.S.48 (1898) as confirmed at 307 U.S. 247 (1939).]**

**HJR-192 and Public Law 73-10** further declared .....

**"every provision....which purports to give the oblige a right to require payment in gold or a particular kind of coin or currency,**



Federal Private Reserve promissory note dollars ... is declared to be against Public Policy; and no such provision shall be....made with respect to any obligation hereafter incurred."

Making way for discharge and recovery on US Corporate public "National" debt due the Principals and Sureties of THE UNITED STATES providing as "**public policy**" for the discharge of "**every debt obligation**", "**including every a count and security obligation OF and TO THE UNITED STATES**" and "**Federal Private Reserve Banks**", "**dollar for dollar**", allowing those backing the US financial reorganization to recover on it by **discharging** an obligation they owed **TO THE UNITED STATES**, banks, or U.S. sub-corporate entities, **against that same amount of obligation OF THE UNITED STATES owed to them; thus providing the remedy for the discharge and orderly recovery of equity interest on US Corporate public debt due the Sureties, Principals, people, and Holders of THE UNITED STATES**, discharging that portion of the public debt **without expansion of credit, debt or obligation on THE UNITED STATES or these its prime-creditors** it was intended to satisfy equitable remedy to, but gaining for each bearer of such note, discharge of obligation equivalent in value 'dollar for dollar' to any and all "**lawful money of the United States**".

Those who constitute an association nationwide of private, **unincorporated persons, Private Bankers/Creditors/National Banks**, engaged in the business of banking to issue notes, new credit agreements, bank NOTE drafts, Bills of Exchange, contracts, promissory notes, and securities **against** these obligations of the United States due them; whose **private** property is at risk to collateralize the government's debt and currency, by legal definitions, a "**national banking association**"; such notes, issued **against these obligations of the United States to that part of the public debt due its Principals and Sureties are required by law to be accepted as "legal tender" of payment for all debts public and private**, and, as we have seen, are defined in law as "**obligations of the United States**", on the same par and category with Federal Reserve Promissory Notes and other currency and legal tender obligations.

This is what is asserted in the tender presented to the bank for deposit, debt payment, and the commercial corporate United States Government has said nothing to the contrary.

Would we question that this is exactly what Congress has provided for in these statutes and codes on the public debt and obligations of the United States and that this is the remedy codified in statutory law and definition we have cited here? Even though it is never discussed.

Under this remedy for **discharge** of the public debt **and** recovery to its Principals and Sureties, **TWO debts** that would have been discharged in Federal Reserve debt note dollar instruments or checks drawn on the same, equally **expanding** the public debt by those transactions, are discharged against a **SINGLE public debt of the Corporate UNITED STATES and its sub-corporate entities** to its prime-creditor **without the expansion and use of Federal Reserve debt promissory note**



**instruments as currency and credit**, and so, **without** the expansion of debt and debt instruments in the monetary system and the **expansion of the public debt** as burden upon the entire financial system and its Principals, and Sureties the recovery remedy was intended to relieve.

Apparently their use is for the discharge and **non-cash accrual reduction** of US Corporate public debt to the Principals, Prime Creditors and Holders of it as provided in law and the instruments will ultimately be settled by adjustment and set-off in discharge of a bearer's obligation TO THE UNITED STATES against the obligation OF THE UNITED STATES for the amount of the instrument to the original creditor it was tendered to or whomever or whatever institution may be the final bearer and holder in due course of it, again, thus discharging **that** portion of the public debt **without expansion of credit, debt or note on the prime-creditors of THE UNITED STATES** it was intended to satisfy equitable remedy to, but gaining for each endorsed bearer of it discharge of obligation equivalent in value 'dollar for dollar' of currency, measurable in "**lawful money of the United States**".

Although this has been public policy as a remedy for the discharge of debt in conjunction with removal of gold, silver and real money as legal tender currency by the same act of public policy in 1933, it has been a **difficult** concept to communicate for others to accept and to know what to do with it, so it's never gained common use and for obvious reasons the government has **discouraged** public understanding of the remedy and recovery under it and therefore it is **little known** and not generally accessed by the public.

But it is still an obligation the United States and all courts have **bound** themselves to and has provided for in statutory law and the **United States and courts still accept these non-cash accrual exchanges today as a matter of law and equity**. So is the experience of many who have attempted to access the remedy.

That the "public policies" of House Joint Resolution 192 of 1933 are still in effect is evidenced by the other provisions of "public policy" it established that we can see along with these discussed. No one would attempt to demand payment in gold or a particular kind of coin or currency in use or think to write such an obligation into a contract, **because the gold standard for currency is still suspended and the right to a 'gold clause' to require payment in gold or any specific type of currency is still abrogated**. Both are also part of "public policy" established in HJR-192 and Public Policy of 73-10, Chapter 48 sections 112 and 113 that binds the United States' obligation to pay all debts incurred by the American people and corporate citizen persons entities by legal definitions. But banks still continue today to write a "Gold Clause" in all their consumer debt contracts against public policy, statutes, and law.

The practical evidence and fact of the United States' financial reorganization (bankruptcy) is still ongoing today, visible all around us to see and understand. When Treasury notes come due, they're not paid. They are **refinanced by new debt T-Bills** and promissory notes to back the currency and cover the debts. ..something that cannot be done with debt .....**unless,.... the debtor is protected from creditors in a**

**bankruptcy reorganization** that is regularly being restructured to keep it going.

Every time the Federal debt ceiling is raised by Congress, **they are restructuring the bankruptcy reorganization of the government's debt so corporate commerce can continue on.**

For obvious reasons the United States and the 50 States corporate government does not like having to recognize all this. It is a very sensitive and delicate matter. And few can speak or will speak authoritatively about it, as the bank has found out.

The recovery remedy is maintained in law because it has to be to satisfy equity to its prime creditors. At this late time, the United States is neither expecting nor intending it to be generally accessed by the public. Regarding such instruments tendered to the Secretary, when public officials are put in a position to legally acknowledge or deny the authority or validity of the instruments, those in responsibility **will not deny or dishonor it, or an instrument of discharge properly submitted for the purpose of paying off/discharging debt.**

The issue is what has the government said about it now? What is its policy **in practice?**

And how does it finally respond to such claims of which it, through the courts, receives thousands every day?

**It is a fact:** Title 31 USC 3123 makes a statutory pledge of the United States government to payment of obligations and interest on the public debt.

**TITLE 31 , SUBTITLE III , CHAPTER 31 , SUBCHAPTER II , Sec. 3123. - Payment of obligations and interest on the public debt**

**(a)** The faith of the United States Government is pledged to pay, in legal tender, principal and interest on the obligations of the Government issued under this chapter.

**(b)** "The Secretary of the Treasury shall pay interest due or accrued on the public debt."

**It is a fact:** Title 31 Section 3130 further delineates in its definitions a portion of the total public debt which is **held by the public** as the "Net public debt".

**TITLE 31 > SUBTITLE III > CHAPTER 31 > SUBCHAPTER II > Sec. 3130.**

**Sec. 3130. - Annual public debt report**

**(e)** Definitions. -

**(2) Total public debt.** - The term "total public debt" means the total amount of the obligations subject to the public debt limit established in section 3101 of this title.

**(3) Net public debt.** - The term "net public debt" means the portion of the total public debt which is held by the public.



**It is a fact:** Section 3101 references **guaranteed obligations held by the Secretary of the Treasury** which are **excepted and exempted** from “the face amount of obligations whose principal and interest are guaranteed by the United States Government Corporation”

**Sec. 3101. - Public debt limit**

**(b)** The face amount of obligations issued under this chapter and the face amount of obligations whose principal and interest are guaranteed by the United States Government (**except guaranteed obligations held by the Secretary of the Treasury**) may not be more than \$5,950,000,000,000, outstanding at one time, subject to changes periodically made in that amount as provided by law

**It is a fact:** Every day the United States Treasury department receives dozens or hundreds of such instruments making claims of this type. Obviously, some are valid and some are not. The registered new credit agreement contracts, registered bank NOTE drafts, registered Bills of Exchange, and State registered securities are valid.

**It is a fact:** There are only 3 official government directives or alerts that address spurious, fraudulent, fictitious, or otherwise invalid, instruments sent to the US Treasury for payment, and **only one** that officially states what is to be **official US government policy** and treatment of them if they are received, this is **ALERT 99-10**: which is also published on the government website for the United States Treasury: **www.publicdebt.treas.gov** under Frauds and Phonies,

The Office of the Comptroller of the Currency, Enforcement & Compliance Division in ALERT 99-10 states:

“Type: Suspicious Transactions

TO: Chief Executive Officers of all National Banks; all State Banking Authorities; Chairman, Board of Governors of the Federal Reserve System; Chairman, Federal Deposit Insurance Corporation; Conference of State Bank Supervisors; Deputy Comptrollers (Districts); Assistant Deputy Comptrollers; District Counsel and Examining Personnel.

RE: Fictitious Sight Drafts payable through the U.S. Treasury

It has been brought to our attention that certain individuals have been making and executing worthless paper documents which are titled "Sight Draft". These items state that they are payable through the U. S. Treasury, 1500 Pennsylvania Avenue, NW, Washington, DC 20220. These instruments are being presented for payment at banks and other businesses throughout the United States. Any of these instruments that are presented to the U. S. Treasury for payment will be **returned to the sender to give to the maker** and copies will be provided to the appropriate law enforcement agencies.”  
**Dishonored.**

This is in conformity with the Uniform Commercial Code that **parties may rely on their presentment of obligations as settled unless given a Notice of Dishonor,**



whether directly applicable to Treasury Dept. officers or not.” **EMPHASIS ADDED**

### **UCC3-503. NOTICE OF DISHONOR**

...(b) Notice of dishonor may be given by any person: may be given by any commercially reasonable means, including an oral, written, or electronic communication; and is sufficient if it reasonably identified the *instrument* and indicates that the instrument has been dishonored or has not been paid or accepted. **Return of an instrument given to a bank for collection** is sufficient notice of dishonor. Banks never dishonor the legal DG Processing Entity processed new credit agreement contracts, bank NOTE drafts, Bills of Exchange, or Promissory Notes which are State registered securities pursuant to the S.E.C. Act.

...c) Subject to Section 3-504(c), with respect to an **instrument taken for collection notice of dishonor must be given.... within 30 days following the day on which the person/bank/servicer receives notice of dishonor from the U.S. Treasury.** With respect to **any other instrument**, notice of dishonor must be given **within 30 days following the day on which dishonor occurs.**

**These instruments are never returned from the Treasury dishonored; therefore, have been accepted as debt payment by all banks.**

**It is a fact:** There is no basis or reason or plausible explanation for such **unexplained silence/acceptance of payment** with regard to these particular bank business instruments.

Every other branch of the Federal government including the Dept. of the Treasury has developed elaborate libraries of computer-generated form letters of statements and replies dealing with almost every possible question or claim that could be made of any agency or department of the Federal government. The United States Treasury has an Office of Public Correspondence whose sole job it is to respond to communications from the general public. **THERE IS NO COMMUNICATION SENT TO THE UNITED STATES TREASURY THAT CAN NOT BE RESPONDED TO AS IT MAY REQUIRE.**

Many such categories of requests calling for response are far greater in number than claims in equity for recovery to a Prime-creditor over the United States and some categories are far fewer in number, and yet be the requests greater or smaller in number or in complexity of response required, **all these of a commercial nature are regularly and timely responded to.**

**There is virtually no written response by the Federal government to this issue of recovery to the prime-creditors and holders in equity over the United States. The factually observable position of the Secretary of the Treasury and his department in response to THIS type of claim has been ABSOLUTE SILENCE be they from bank, business, lenders, or private person:**

Not denial, disavowal, dishonor, or repudiation of such claims OR their basis in law and fact if they are not true, which in every other case of correspondence to the

Federal government or the Department of Treasury dealing with any question, request or claim: ANY SUCH FALSE CLAIM, MISCONCEPTION OR MISTAKEN UNDERSTANDING ON THE PART OF THE GENERAL PUBLIC IS TIMELY DEALT WITH IN EVERY CASE BY SUCH FORM LETTERS BY THE TREASURY OR ANY BANK.

It is funny that some form letters state that this "Document is not accepted as payment and has no legal consequences. You still owe in the amount of \$\*\*\*\*\*. Please send your payment to: \*\*\*\*\*", but the bank keeps these valid instruments as assets and return them to the treasury for credit and payment.

Now the bank accepted documents are not documents but full debt payment on the face of these bank business instruments through the United States Post Office, UPU Rules, state registered new credit agreement contracts, state registered bank NOTE drafts, state registered Bills of Exchange, promissory Notes bank payment and assets, and State registered securities under the S.E.C. Act.

It is the duty of the United States Treasury to the commerce of the nation and in the interests of the general public whom it serves to **quickly and conclusively quash and repudiate any such false understandings or claims of remedy in equity on recovery of the public debt in the commercial realm and it is easily within their power to do so.**

**This despite the fact** the only official US government directive from the Department of the Treasury dealing with policy of the government toward fictitious or otherwise invalid instruments sent to the Treasury for collection states clearly **"they will be returned to the sender to return to maker."** But they are never returned to the issuer maker.

There is, therefore, no basis or reason or plausible explanation for such **unexplained silence** with regard to **this** particular class of instrument **except** that **a remedy in equity for recovery to the prime-creditors over the United States IS true and factual and CANNOT BE DENIED or DISHONORED in equity, and that such state registered new credit agreement contracts, state registered bank NOTE drafts, state registered Bills of Exchange, promissory Notes bank payment and assets, and State registered securities, and Bills of Acceptance pursuant to the S.E.C. Act in discharge of mutually offsetting obligations between the United States and its holders in equity as secured parties ARE, in fact, being kept, held, and without return or dishonor, accepted as obligations of the United States in the discharge and recovery of the public debt as they make claim on their face to the Secretary of the Treasury to be.**

**How** they are to be recovered on is up to the parties, lenders, banks, and investor trusts involved holding such obligations and is provided for in law and regulation and administrative procedure a holder or its banking institution may use. The lender cannot sell what it does not own. Thus, is the case of every registered contract security or unregistered Promissory NOTE Security which are owned by



the consumer whose funding signature is signed on these bank business instruments and can not be sold or assigned by illegal securitization. A consumer Credit whose funding signature can not foreclose on himself as the presumed borrower funded his own loan and his signature only on the instrument solidifies this.. Court foreclosure by a bank, servicer, or trust is a travesty and unlawful as neither holds 'Perfected Interest'.

#### **In Conclusion:**

**When a Commercial Bank sends the instrument to the Secretary for discharge of its own obligations and a problem arises concerning the instrument, a commercial response of some kind is required. There is a legal liability of the government to a negotiable legal tender obligation upon the United States government sent to them for acceptance by a member Federal Reserve Bank after they received it, hold it as a bank asset, and became responsible for it in recoupment and balancing both accounting book ledgers under GAAP.**

The Treasury has an obligation as a department of government serving the public interest to the bank which as a member of the Federal Reserve System that has a commercial obligation to an account holder and a 3rd party of interest who tendered the item in payment to tell them that it's not any good or it's not going to be honored, even if they wanted to keep it for prosecution or investigation. This is in effect what the directive says the government will do if it's no good. **What does statutory law, regulation, or case law tell us about what that obligation is?**

They do not dishonor it in any way by return of the instrument item or the sending of any dishonor notice to that effect, or make request for additional information or time for examination of the instrument, or given a statement of explanation indicating the time frame for its review and settlement if it would be an inordinately lengthy time as longer than 60 days to finish with it. The instruments are being kept, held, and without return or dishonor, are accepted as an obligation of the United States in the discharge and recovery of the public debt as it makes claim on its face to be.

Put another way: If the bank had had to pay the item to honor its customer agreement as if it had been a check, **what would or could the bank be trying to do with it to finally settle the account? The bank needs to treat these bank business Instruments tendered as an account and security obligation of the United States to the bank. The tender of these bank business Instruments discharges the obligation of the debt for which they are delivered, accepted by the bank and Treasury, and the consumer payee becomes the new holder third party of interest and owner of his owned private property in due course and the collection agent against the banks and trusts on these bank business Instruments.**



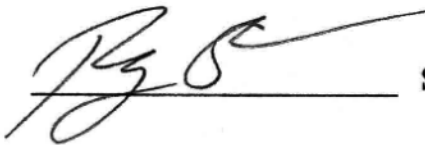


**JURAT**

state: of California

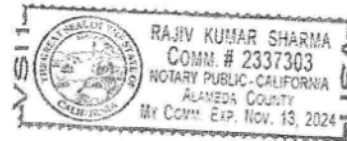
ALAMEDA County

Sworn to (or affirmed) and subscribed before me on this 23rd day of January, 2023 by Your God given name, proved to me on the basis of satisfactory evidence to be one of the people who appeared before me and executed the forgoing instrument for the purpose stated therein and acknowledged that said execution was by his/her free will, act, and deed.



Signature of Notary Public, SEAL

My commission expires 11/13/2024



FILE #3524373 RCD: 2/3/2022 2:29 PM, BK: 3602 PG: 3089, RECORDING: \$6.00 RECORDING ARTICLE V: \$4.00

DEPUTY CLERK asims  
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDAInst. #3524373 Bk: 3602 Pg: 3089  
Page 1 of 1 Recorded: 2/3/2022 2:29 PM  
RECORDING ARTICLE V: \$4.00 RECORDING: \$6.00DEPUTY CLERK asims  
JD PEACOCK II CLERK OF COURTS,  
OKALOOSA COUNTY, FLORIDA**AFFIDAVIT**

I am David Allen Young, an inactive Florida Realtor since September 2009; License # SL3125930 and I have sat in hundreds of fraudulent non-disclosure Attorney owned Escrow mortgage closings for buyers and sellers over the years. The Mortgage closing fraud was unknown to me at those times. I say fraud because me, the Notary closing agent, and my client(s) were the only ones present in the closed door closing room with no other witnesses. No Mortgage Closing Agent ever asked me to be a witness to my client(s) mortgage closing.

When my clients asked certain disclosure and mortgage questions, the Closing Agent would always say something like, "You don't need to read because it is just a standard (regular) mortgage."; "the Bank loaned you the money."; "Yes, these documents are legal."; "The law says so.(without quoting any law)", "You have to sign. It's the law." These are legal mortgage forms that all buyers sign."; "I have a mortgage myself, so I know it is legal."; "We need to be finished in about 15 minutes because I have other closings scheduled so I need you to initial and sign."; etc. without any mention of a recession period and TILA Appendix H disclosure.

The Closing Agent(s) never informed me or any of my buyers that their mortgage was going to be securitized, sold, or assigned to the funding Investor Trust, as soon as they signed. The Closing Agent never gave any Buyer client a requested receipt, just an unsigned legal sized copy of the Mortgage documents. The Court Mortgage Security copy from the County recorder's office had two witnesses' names and signatures, out of the Blue, on the last page when there were no witnesses present to witness Buyer signature in the closed door closing room. The Multiple Listing Service, MLS, controlled all forms and what we Realtors could and could not inform our clients. I saw many TILA non-disclosures but had to keep quiet as a Realtor.

I quit being an active Realtor, after I did research and actually read one of my Mortgage copies which I RECEIVED at one of my own Mortgage Closings where I found the fraud, deceit, non-disclosures, and that we gave our property to the bank for "FREE"; waived our rights; and were "SEIZED" of our property that we paid for at closing with the "NOTE" security by accounting hidden from the public ledger and the down payment that balanced out the Lender's registered mortgage security under GAAP and FASB account Debit and Credit ledgers to a zero balance. I did not know that the Lender did not lend any of their own money for any Property as they claimed and I was led to believe, but BORROWED the funds from an Investor Trust such as Freddie Mac, which made the Lender the true DEBTOR and buyers the CREDITOR by monetized funding signatures.

By: David Allen Young Date: 1 August 2016  
David Allen Young

**ACKNOWLEDGEMENT**

State of Florida )  
OKALOOSA County )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 2016, by David Allen Young.

Alba D Mendez  
Signature of Notary Public

Alba D. Mendez  
Type of Identification Produced: Military I.D.

SEAL





**Ben Anderson  
Okaloosa County Tax Collector**

**THREE STATE ENTITY LICENSES TO DO BUSINESS AS  
- LEGALLY REGISTERED SECURITIES PROCESSING COMPANIES -**

**STATE LICENSED BUSINESS NAME**

**DAVID YOUNG DE GOD**

**BUSINESS ADDRESS**

688 REEVES DR LOT A

FORT WALTON BEACH, FL 32547-2399

Account Number **145606** / Receipt Number **3600100769806**

**OCCUPATION - SECURITIES PROCESSING**

Non-Regulated

**No taxes due**

---

**STATE LICENSED BUSINESS NAME**

**DG PROCESSING ENTERPRISE**

**BUSINESS ADDRESS**

2868 SOLES LN

CRESTVIEW, FL 32539

Account Number **125545** / Receipt Number **3600100748980**

**OCCUPATION - SECURITIES PROCESSING**

Non-Regulated

**No taxes due**

---

**STATE LICENSED BUSINESS NAME**

**DAY GLOBAL**

**BUSINESS ADDRESS**

2868 SOLES LANE

CRESTVIEW, FL 32539

Account Number **140450** / Receipt Number **3600100764649**

**OCCUPATION- SECURITIES PROCESSING**

Non-Regulated

**No taxes due**

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CERTIFIED

CERTIFIED

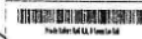
Crettus H. Clay, PBBNA Treasurer  
 Private Bankers Bank  
 National Association  
 Common Law Bank  
 Registered Certificate #A00001714  
 Lifetime Member since 24 November 2022



This is to certify that **THEYA KANAGARATNAM** is a Legal Private Banker, Creditor, National Bank pursuant to UCC 31 U.S.C. §5312(2)(C) and an authorized member of the State Registered Private Bankers Bank, National Association and Day Global who processes Registered New Credit Agreement Debt Lien Payoff Securities pursuant to banking law, U.C.C. Articles "3" "8", and S.E.C. Ruling Security Law to be used as money, "Tender in Payment" Discharge of all debts assigned to the Account and Security Obligations of the United States due the American people; whose private property is at risk to collateralize the government's debt and currency, by legal definitions, a "National Banking Association". Such credit agreements written and issued against the Account and Security Obligations of the United States to the public debt due its Principals and Sureties are required by law to be accepted as "Legal Tender of Payment" Discharge of all presumed debts public and private, and are defined in law as "Obligations of the United States", on the same par and category with Crypto Currency, Federal Reserve Notes, Mortgage NOTES; Cash, Checks, Bank Checks, Wire Transfers, Bank Transfers, Electronic Funds Transfer, Certified Checks, Treasurer's Check, Money Orders, U.S. Currency, credit applications/agreements, and other currency per the 73<sup>rd</sup> Congress, March 9 1933 United States Bankruptcy; and Federal Reserve Act 1913 §16 §18. Our "money" is the people's credit. This Private Banker is NOT AUTHORIZED to Process Any Securities of which is the lawful, legal, and intellectual property of Day Global and DG Processing Enterprise.

Congressional Legislative Positive Banking Law, 12 USC §24 Seventh; Title 18 U.S.C. §8; Public law and Public Policy 73-10, Chapter 48 Stat §112, §113; Title 31 U.S.C. §3123; 31 U.S.C. §5103; Negotiable Instruments Act; Securities Act § 2(1), 3(a)(3); United States Supreme Court "common law of the land"; by all Treaty Law including Hague Convention on contracts, Geneva Convention Treaty, League of Nations that became UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE & INTERNATIONAL PROMISSORY NOTES (UNCITRAL), and the Universal Postal Union headquartered in Bern, Switzerland). UCC Title 18, Part 1, Chapter 1, §1, §8; by legal and statutory definition (U.C.C. 4-§105, 12 CFR §229.2, §210.2 and Title 12 U.S.C. §1813) as Legal "Tender in Payment", "Lawful Money" per Title 12 U.S.C. §411 and Federal Reserve Act §16, §18; written and issued under State License Authority of the United States Code 31 U.S.C. §392 and §5103, which officially defines these Credit Agreement Securities as statutory legal tender in payment Bank money obligation of THE UNITED STATES to pay, and are written and issued in accordance with 31 U.S.C. §3123; U.C.C. Articles 3, 8, and 9; FEDERAL RESERVE ACT §16, §18. Legal and Valid State Processing License and Banking Laws establish and provide for these security issuance as "PUBLIC POLICY" in remedy and relief for discharge of equity interest recovery all portions reducing the public debt by the security face amount to its Creditors, Principals, and Sureties bearing the Account and Security Obligation of THE UNITED STATES to pay. These registered Credit Agreement Securities are Tender in Payment for all debts. All offers are accepted for honor pursuant to 40 Stat §411, Section 7(e) and 50 USC 4305 (B)(2).

Private Bankers Bank, N.A. - Established 2012 - REGISTERED No. 2018467529



Crettus H. Clay

3. D. Young



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Theya Kanagaratnam</b> 2316 Lakeshore Avenue, #16, Oakland, CA 94606  TELEPHONE NO.: 313-487-6206 FAX NO. (Optional): E-MAIL ADDRESS: theyak101@yahoo.com ATTORNEY FOR (Name): Self-Representing		<b>FOR COURT USE ONLY</b>  <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-weight: bold; margin: 5px 0;">ALAMEDA COUNTY</div> <div style="font-size: 1.5em; margin: 10px 0;">JAN 26 2023</div> <div style="font-weight: bold; margin: 5px 0;">CLERK OF THE SUPERIOR COURT</div> <div style="font-family: cursive; margin-top: 10px;">Janis P...</div>	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Davison Court House		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">23CV026283</div> JUDGE: DEPT.:	
CASE NAME: Theya Kanagaratnam v CENLAR FSB and CITIBANK, N.A.			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input checked="" type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: THEYA KANAGARATNAM

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>		Reserved for Clerk's File Stamp  <b>FILED</b> Superior Court of California County of Alameda 01/26/2023 Clad File, Executive Officer/Clerk of the Court By: <u>Ima P. Pierce</u> Deputy T. Pierce
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		
PLAINTIFF: Theya Kanagaratnam		
DEFENDANT: Cenlar FSB et al		
<b>NOTICE OF CASE MANAGEMENT CONFERENCE</b>		CASE NUMBER: 23CV026283

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 06/12/2023	Time: 9:00 AM	Dept: 16
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

**Meet and confer**, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

**Post jury fees** as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://eportal.alameda.courts.ca.gov>.



<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center"><b>FILED</b> Superior Court of California County of Alameda 01/26/2023</p>
<p>PLAINTIFF/PETITIONER: Theya Kanagaratnam</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By: <u>T. Pierce</u> Deputy</p>
<p>DEFENDANT/RESPONDENT: Cenlar FSB et al</p>	<p>T. Pierce</p>
<p align="center"><b>CERTIFICATE OF MAILING</b></p>	<p>CASE NUMBER: 23CV026283</p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Theya Kanagaratnam  
2315 Lakeshore Avenue  
16  
Oakland, CA 94606

Chad Finke, Executive Officer / Clerk of the Court

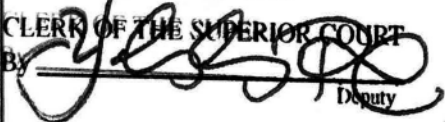
Dated: 01/26/2023

By:

T. Pierce

T. Pierce, Deputy Clerk

**CERTIFICATE OF MAILING**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Individual Theya Kanagaratnam TELEPHONE NO.: 313-487-6206 FAX NO. (Optional) E-MAIL ADDRESS Optional ATTORNEY FOR (Name)		For Court Use Only  <b>FILED</b> <b>ALAMEDA COUNTY</b>  <b>FEB 23 2023</b> CLERK OF THE SUPERIOR COURT By  Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME:		CASE NUMBER: 23CV026283
PLAINTIFF / PETITIONER: Theya Kanagaratnam DEFENDANT / RESPONDENT: Citi Bank Attn Tony Beck/Jeffery Bayker Legal Department		JUDICIAL OFFICER:  DEPARTMENT: 16
<b>PROOF OF SERVICE—CIVIL</b> Check method of service (only one): <input type="checkbox"/> By Personal Service <input checked="" type="checkbox"/> By Mail <input type="checkbox"/> By Overnight Delivery <input type="checkbox"/> By Messenger Service <input type="checkbox"/> By Fax		

Do not use this form to show service of a summons and complaint or for electronic service.  
 See USE OF THIS FORM on page 3.

- At the time of service I was over 18 years of age and not a party to this action.
- My residence or business address is:  
551 Ashwick Loop, Sacramento, CA 95823
- ☐ The fax number from which I served the documents is (complete if service was by fax):
- On (date): Mon, Jan 30 2023 I served the following documents (specify):
  - Endorsed Notice of Case Management Conference filed January 26, 2023
  - Endorsed Civil Case Cover Sheet filed January 26, 2023
  - Endorsed Petition for HELOC Discharge, Account Closure, Release and Satisfaction of Mortgage Note / Contract Release☐ The documents are listed in the Attachment to Proof of Service—Civil (Documents Served) (form POS-040(D)).
- I served the documents on the person or persons below, as follows:
  - Name of person served: Citi Bank Attn Tony Beck/Jeffery Bayker Legal Department
  - ☒ (Complete if service was by personal service, mail, overnight delivery, or messenger service.)  
Business or residential address where person was served:  
Sacramento, CA 95823
  - ☐ (Complete if service was by fax.)  
Fax number where person was served:☐ The names, addresses, and other applicable information about persons served is on the Attachment to Proof of Service—Civil (Persons Served) (form POS-040(P)).
- The documents were served by the following means (specify):
  - ☐ By personal service. I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening

CASE NAME: vs.Citi Bank Attn Tony Beck/Jeffery Bayker Legal Department	CASE NUMBER: 23CV026283
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6. b. ☒ **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and (specify one):
- (1) ☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- (2) ☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
- I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at (city and state):
- c. ☐ **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- d. ☐ **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)
- e. ☐ **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 02/03/2023

Jesus Rios

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

#### DECLARATION OF MESSENGER

- ☐ **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on (date):

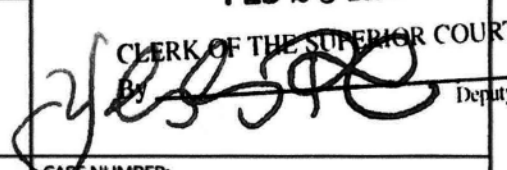
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Individual</b> Theya Kanagaratnam TELEPHONE NO.: 313-487-6206 FAX NO. (Optional) E-MAIL ADDRESS Optional theyak101@yahoo.com ATTORNEY FOR (Name)		For Court Use Only <b>FILED</b> <b>ALAMEDA COUNTY</b> <b>FEB 23 2023</b> CLERK OF THE SUPERIOR COURT  Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Devision Court House		CASE NUMBER: 23CV026283	
PLAINTIFF / PETITIONER: Theya Kanagaratnam DEFENDANT / RESPONDENT: Cenlar FSB, ATTN STEPHEN GOZDAN, JAMES DARAS LEGAL DEPT -PETIONS		JUDICIAL OFFICER:  DEPARTMENT: 16	
<b>PROOF OF SERVICE—CIVIL</b> Check method of service (only one): <input type="checkbox"/> By Personal Service <input checked="" type="checkbox"/> By Mail <input type="checkbox"/> By Overnight Delivery <input type="checkbox"/> By Messenger Service <input type="checkbox"/> By Fax			

Do not use this form to show service of a summons and complaint or for electronic service.  
 See USE OF THIS FORM on page 3.

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- ☐ The fax number from which I served the documents is (complete if service was by fax):
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  - Endorsed Civil Case Cover Sheet filed January 26, 2023
  - Endorsed Petition for HELOC Discharge, Account Closure, Release and Satisfaction of Mortgage Note / Contract Release☐ The documents are listed in the Attachment to Proof of Service—Civil (Documents Served) (form POS-040(D)).
- I served the documents on the person or persons below, as follows:
  - Name of person served: Cenlar FSB, ATTN STEPHEN GOZDAN, JAMES DARAS LEGAL DEPT -PETIONS
  - ☒ (Complete if service was by personal service, mail, overnight delivery, or messenger service.)  
Business or residential address where person was served:  
425 PHILLIPS BLVD, EWING, NJ 08618
  - ☐ (Complete if service was by fax.)  
Fax number where person was served:☐ The names, addresses, and other applicable information about persons served is on the Attachment to Proof of Service—Civil (Persons Served) (form POS-040(P))
- The documents were served by the following means (specify):
  - ☐ By personal service. I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening

CASE NAME: vs. Cenlar FSB, ATTN STEPHEN GOZDAN, JAMES DARAS LEGAL DEPT -PETIONS	CASE NUMBER: 23CV026283
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6. b. ☒ **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and (specify one):
- (1) ☒ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- (2) ☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
- I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at (city and state): Sacramento, California
- c. ☐ **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- d. ☐ **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)
- e. ☐ **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 02/03/2023

Jesus Rios

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

#### DECLARATION OF MESSENGER

- ☐ **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and eight in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on (date):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

# EXHIBIT E



IN PRO PER

**FILED**

**APR -5 2023**

CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

Name: Theya Kanagaratnam  
Address: 2316 Lakeshore Avenue, #16  
Oakland, CA 94606  
Phone: 313-487-6206  
E-mail: theyak101@yahoo.com

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

**Plaintiff**  
THEYA KANAGARATNAM

**DEFENDANT**  
CENLAR FSB

) Case No.

) **CV-23-80106-MISC.**

) PETITION FOR A VERIFICATION OF  
) DEBT OR ELSE RELEASE OF CLAIM  
)  
)  
)  
)

**PETITION FOR VERIFICATION OF DEBT**

Reference:

Home Equity Line of Credit (HELOC) Account Number: 4774041794

Deed of Trust Number: 2006381619

1. Plaintiff owns the home at 2316 Lakeshore Avenue, #16, Oakland, California.
2. Defendant CENLAR FSB does business in Alameda County, California though Defendant has not provided proof of license to do business in California when requested proof by Plaintiff (Exhibit A).
3. Plaintiff has made several written requests and notices of demand for release and verification of debt of the above referenced HELOC Account upon Defendant over the last several months (EXHIBIT B). However, there has not been any satisfactory proof

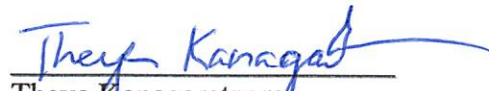
- provided to date by Defendant. When Defendant was initially asked by the Plaintiff to provide the debt verification documents and any other related investor trust details, Defendant tried to brush it off by saying that they were just the Servicer and that the Original Lender CITIBANK, N.A. would have such documents whereby Plaintiff was sent back and forth between Defendant and CITIBANK, N.A. while attempting to obtain the documents to verify the debt (EXHIBIT C). To date Defendant CENLAR FSB has been unable to provide any proof of a legally binding bi-lateral contract that is signed in wet ink by both the Plaintiff and the Defendant to verify the debt (EXHIBIT D), yet Defendant has been pursuing foreclosure of Plaintiff's property for well over ix months (EXHIBIT E). Needless to say, this has caused the Plaintiff to be bombarded with calls and an overwhelming amount of undesirable mail from real estate agents (EXHIBIT F). Furthermore, Defendant's Customer Service from 1-800-242-7178 was non-stop calling the Plaintiff even on Saturdays and Sundays (EXHIBIT G).
4. Defendant had previously collected monthly payments from Plaintiff for several years; however, at the same time Defendant is not able to provide verification of debt even after many months of Plaintiff asking for verification. In order to establish whether Defendant CENLAR, FSB has standing to bring forth remedies entitled to Defendant, Plaintiff requests the Defendant to produce the following as proof of claim within 15 days of this notice.
- 1) The ORIGINAL WET INK SIGNATURE Promissory Note signed by Defendant in association to the loan pursuant of USC Title 18, Part 1, Chapter 101 § 2071.
  - 2) Proof that the Defendant is in fact the Note Holder in Due Course and have Standing as a party of interest in this Promissory Note as Plaintiff has

1 reason to believe the Defendant or the party (i.e. CITIBANK, NA) from  
2 which the Defendant acquired this so-called transfer of debt has sold the  
3 Note under "mortgage backed securities instrument" to investors under a  
4 pooling of interest.

- 5 3) Defendant to stipulate via affidavit that they are in fact a Creditor in this  
6 Loan/Security instrument. A Creditor needs to show true double entry  
7 accounting debits of the loss as a result of the issuance of the loan to  
8 Plaintiff according to Generally Accepted Accounting Principles (GAAP).  
9

10 **WHEREFORE**, If Defendant cannot produce proof of claim, Defendant has no standing  
11 in any future controversy. If Defendant is unable to produce proof of claim, Plaintiff  
12 prays the court to order the Defendant to release all claims against Plaintiff and grant  
13 rightful remedies due to Plaintiff.  
14

15 Respectfully Submitted,

16  
17   
18 Theya Kanagaratnam

19 Date: 4/15/2023  
20  
21  
22  
23  
24  
25  
26  
27



# EXHIBIT A

THEYA KANAGARATNAM  
2316 Lakeshore Avenue, #16  
Oakland, CA 94606

February 17, 2023

D. James Daras (CEO)/ Stephen Gozdan (CFO) /  
HEAD OF THE DOMESTIC/FOREIGN COLLECTIONS DEBT PAYOFF DEPARATMENT  
AUTHRIZED EMPLOYEE/REPRESENTATVIC AGENT, OWNER, OR SERVICER  
CENLAR FSB  
425 Phillips Blvd.;  
Ewing, NJ 08618

RE: ACCOUNT #s: 4774041794 (CENLAR)

Dear Servicer:

Please provide proof that you are license to do business in California.

Thank you,

Sincerely,

---

Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e); 50 USC 4305(b)(2).

# EXHIBIT B



2316 Lakeshore Avenue, Unit #16  
Oakland, CA 94606

November 25, 2022

CENLAR FSB  
ATTN: Manager of Debt Collections  
425 Phillips Blvd,  
Ewing, NJ 08618

Regarding your recent Account Activity Statement dated: 11/17/2022 and the subsequent communication from your representative dated 11/21/2022 with File number: 22-01281-CE-CA, which is not a true bill, verified claim, or invoice, where you claim that I owe you money for THEYA KANAGARATNAM's debt in the amount of \$67,778.66, that I did not authorize.

I am now requesting for you to send certified proof that you have the Jurisdiction and Authority to send me, Theya Kanagaratnam, the General Executor and Beneficiary of the THEYA KANAGARATNAM, ESTATE AND TRUST anything at my address? I am NOT this THEYA KANAGARATNAM TRUST that owes any debt to you.

I am the General Executor, Beneficiary, Principal, and Administrator of the THEYA KANAGARATNAM ESTATE and ALL CONSTRUCTIVE TRUSTS, WITHOUT RECOURSE; non-surety; non-adversarial; non-divergent; non-combatant party; Not an enemy (ENEMY) of the STATE pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2); Private Banker/Creditor/ National Bank under definition of Law. I hold and am the Power of Attorney General; General Executorship; Administrator, and Beneficiary of the THEYA KANAGARATNAM, ESTATE and all Constructive TRUSTS, legal fictions, and am in possession of your recent voluntary submission of your non-evidentiary document addressed to the THEYA KANAGARATNAM ESTATE consisting of possible mail fraud. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).

CENLAR FSB, must herein provide the original contract between us and a true and certified copy of the complete audit trail, all allonges, and assignments of said account; furthermore, in order for me, Theya Kanagaratnam, General Executor, to validate your claimed and alleged claimed debt, please provide verification through audit certification of debt entry in accordance with DAC and IFRS in accordance with GAAP, General Accepted Accounting Principles; Basal 3, Banking principals and accounting; and the UNITED NATIONS accord (UNCITRAL) convention Bills of Exchange and Promissory Note Treaty Law that was legally adopted by the United States in 1989 as money and payment of all debts.

Please do NOT send anything to my address in the name of this THEYA KANAGARATNAM Legal Fiction ESTATE PERSON or any durative of this Legal Fiction PERSON as this is NOT me. I will not commit a crime by accepting this THEYA KANAGARATNAM PERSON's MAIL addressed to her and sent to me at my place of living pursuant to the UPU Treaty Law and the UPU United States Post Office Postal regulations manual.

I require a verified and certified copy of your FR 1099 for the current year and your FR 2046 balance sheet as they relate to the claimed original "loan" or "debt" you claim I owe you. I will also need the original signed contract under penalty of perjury of my **wet Blue** inked signed bilateral credit agreement contract which is the only establishment of my debt with you.

As far as I know nor can remember, there is no legal and binding bilateral contract signed by me and you in blue ink, as I always sign, that is between you and myself establishing any debt or loan with you or your corporate company.

Should you fail to substantiate and validate your claim, please settle, set off and recoup by balancing your Credit and Debit bookkeeping books Ledgers of this account immediately within the next 30 days with my funding signature which you know creates money for payment as the General Executor and Beneficiary of the THEYA KANAGARATNAM ESTATE and TRUST that are under a Legal Fiction STRAWMAN REDEMPTION ACCOUNT ESTATE/TRUST and Government Human Collateral patent.

Sincerely,

Signature: BY Theya Kanagaratnam

By Theya Kanagaratnam, Jus soli, General Executor and Beneficiary of the Government Legal Fiction THEYA KANAGARATNAM, ESTATE and Constructive TRUST, WITHOUT RECOURSE. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).

CC: James Taylor, Customer Service  
National Default Servicing Corporation

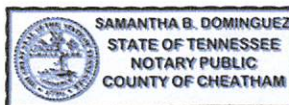
# JURAT

state of California)  
County of Alameda ss

Sworn to (or affirmed) and subscribed before me on this 29 day of November 20<sup>22</sup> by Theya Kanagaratnam, proved to me on the basis of satisfactory evidence to be one of the people who appeared before me and executed the forgoing instrument for the purpose stated therein and acknowledged that said execution was by his free act and deed.

Samantha B. D. Signature of Notary Public,

My commission expires July 26, 2025 SEAL  
Document Notarized using a Live Audio-Video Connection



ONLINE NOTARY PUBLIC  
MY COMMISSION EXPIRES: JULY 26 2025



# EXHIBIT C



**Documents/Records Needed for Loan Number: 4774041794**

From: TheyaK (theyak101@yahoo.com)

To: cenlar@loanadministration.com

Date: Sunday, November 13, 2022 at 02:31 PM GMT+1

Hello,

i need to obtain copies of the unredacted version of evidence or proof regarding this Loan Number: 4774041794 and any other documents/records you may have regarding this.

- Any documents/records regarding Loan Number: 4774041794 that was sold to Cenlar from the previous bank/lender, i believe in this case, it would be citibank

Please use this e-mail: theyak101@yahoo.com to send copies of these documents as well as my mailing address:

2930 Domingo Avenue, # 1025  
Berkeley, CA 94705

Thank you,

Regards,

Theya Kanagaratnam

**November 15, 2022**

**Dear Sir or Madam:**

**Loan #: 9222173156**

**I write this in reference to the the Line of Credit that I took out using my property at: 2316 Lakeshore Avenue, #16, Oakland, CA 94606. And that was later sold to CENLAR.**

**I would like to get a copy of all and any documents, unredacted, you may have on what was the value of the loan that was sold to CENLAR, any other money you might have received for this loan such as insurance money etc , be sent to me.**

**If you kindly send me a copy to my mailing address at:**

**2930 Domingo Ave, # 1025 Berkeley, CA 94705**

**as well to my e-mail at : theyak101@yahoo.com , that would be of great help.**

**Thank you,**

**Sincerely yours,**

**Theya Kanagaratnam**

RE: Loan Number: 9222173156

From: Lien Release (lien.release@citi.com)

To: theyak101@yahoo.com

Date: Tuesday, November 22, 2022 at 09:16 PM GMT+1

Hello,

We have escalated this request with Cenlar.

Thank you,

CitiMortgage Lien Release Department

---

From: [yahoo.com] TheyaK <theyak101@yahoo.com>

Sent: Monday, November 21, 2022 6:45 PM

To: Lien Release <Lien\_Release@imcnam.ssmc.com>

Subject: Re: Loan Number: 9222173156

Hello,

: PROPERTY ADDRESS: 2316 LAKESHORE AVENUE #16

I am planning to pay this off.

As such , I need to get copies of the original loan document.

and if there is an investor trust I need that information as well .

Cenlar has informed me they are just the servicer and citibank is the lender. Therefore, I need the documents and the investor trust information etc. to be able to pay off this loan.

Thank you,

Theya



On Monday, November 21, 2022 at 10:54:53 PM GMT+1, Lien Release <[lien.release@citi.com](mailto:lien.release@citi.com)> wrote:

Thank you for contacting the CitiMortgage, Inc. Lien Release Department. Cenlar as the servicer has access to the documents associated with your loan and will be able to provide them for you.

---

**From:** [yahoo.com] TheyaK <[theyak101@yahoo.com](mailto:theyak101@yahoo.com)>  
**Sent:** Monday, November 21, 2022 8:55 AM  
**To:** Lien Release <[Lien\\_Release@imcnam.ssmb.com](mailto:Lien_Release@imcnam.ssmb.com)>  
**Subject:** Loan Number: 9222173156

Hello,

: PROPERTY ADDRESS: 2316 LAKESHORE AVENUE #16

I was informed by CENLAR you are still the loan holder and they are just the Servicer.  
I need to get copies of the original loan document.

I also need the investor trust if there is any .

Thank you,

Theya

On Thursday, November 17, 2022 at 05:41:10 PM GMT+1, Lien Release <[lien.release@citi.com](mailto:lien.release@citi.com)> wrote:

Hello,

Thank you for contacting CitiMortgage. We have reviewed your request and determined we are unable to assist. This account was transferred to Cenlar FSB as the servicing agent. Cenlar, as the loan servicer, should complete the request.

To contact Cenlar FSB, please call 1-855-839-6253 or go online at [www.loanadministration.com](http://www.loanadministration.com).

Thank you,

CitiMortgage Lien Release Department

# EXHIBIT D



March 01, 2023

Hours of Operation:  
Customer Service: Monday - Friday, 8:30 am to 8:00 pm ET  
Collections Dept.: Monday - Friday, 8:00 AM to 9:00 PM ET

Theya Kanagaratnam  
2316 Lakeshore Ave Apt 16  
Oakland CA 94606 1055

Qualified Written Requests, notifications  
of error, or requests for information  
concerning your loan must be directed to:  
PO Box 77423, Ewing, NJ 08628

RE: Loan Number: 4774041794  
Property Address: 2316 Lakeshore Av 16  
16  
Oakland CA 94606

Dear Customer:

Thank you for your recent communication. We will promptly review and thoroughly research your inquiry. Once those steps have been completed a response will be provided within thirty (30) days.

If your communication includes a request for the identity and address of the owner of this loan, this information will be mailed to you separately within ten (10) business days.

Should you have any questions or concerns, please contact us by calling our direct phone number, (866) 677-8807.

Thank you,

Executive Resolution Analyst

CR044 031 AQR L4





March 13, 2023

Hours of Operation:

Customer Service: Monday - Friday, 8:30 am to 8:00 pm ET  
Collections Dept.: Monday - Friday, 8:00 AM to 9:00 PM ET

Theya Kanagaratnam  
2316 Lakeshore Ave Apt 16  
Oakland CA 94606 1055

Qualified Written Requests, notifications  
of error, or requests for information  
concerning your loan must be directed to:  
PO Box 77423, Ewing, NJ 08628

RE: Loan Number: 4774041794  
Property Address: 2316 Lakeshore Av 16  
16  
Oakland CA 94606

Dear Theya Kanagaratnam,

We are following up in regard to your previously received communication.

Our review is taking longer than anticipated and we will need additional time to furnish a response. We will provide a response as soon as our research has concluded.

Thank you for your patience.

Should you have any questions or concerns, please contact us at  
(866) 677-8807.

Sincerely,

Executive Resolution Analyst

CR077 028 AQR L4

# EXHIBIT E



**National Default Servicing Corporation**

7720 N. 16<sup>th</sup> Street, Suite 300

Phoenix, Arizona 85020

Phone (602) 264-6101

Fax (602) 264-6209

November 7, 2022

**Theya Kanagaratnam**  
2316 Lakeshore Av, 16  
Oakland CA 94606

*If a determination is made that this firm is a debt collector as that term is defined within the Fair Debt Collection Practices Act, then you are notified that this communication is from a debt collector, that this firm is attempting to collect a debt, and that any information obtained will be used for that purpose. Please be advised that if your personal liability for this debt has been modified or extinguished by a discharge in bankruptcy, this communication is provided solely in reference to the enforcement of the security instrument remaining on the property and is not an attempt to collect the discharged personal obligation. The notifications provided herein do not limit or detract from the rights provided for in the security instrument.*

**Re: Full Reinstatement                      Good through 11/21/22 For VOD Purpose**  
**Cenlar FSB**  
**Loan Number: 4774041794**  
**Mortgagor: Theya Kanagaratnam,**  
**Property Address: 2316 Lakeshore Av, 16, Oakland CA 94606**  
**NDSC File Number: 22-01281-CE-CA**  
**Next Payment Due Date: June 23, 2020**

This letter responds to your request for a reinstatement amount of the above delinquent loan.

As of the date of this letter, the amount required to cure your loan delinquency is referenced on the attached itemized statement. However, if you are not prepared to tender the full reinstatement amount today, then the amount that you owe may increase between the date of this letter and the date you reinstate the loan. The reinstatement amount may increase because of additional interest as well as legal fees and costs that are incurred as additional steps in the foreclosure proceed.

This reinstatement quote is good through the date shown on the statement, which is the "Good Through Date". If you reinstate this loan in full by the "Good Through Date", we estimate the reinstatement amount to be as shown on the itemized statement.

The reinstatement figures listed on the itemized statement include items that have been paid by the lender or servicer or incurred by National Default Servicing Corporation that are currently due or will become due by the "Good Through Date". In constructing this reinstatement, we have included anticipated additional fees and costs in order to provide you with an estimated reinstatement after the date of this letter. These anticipated fees and costs represent an estimate as to what our actual fees and costs will be if you reinstate your loan no later than the "Good Through Date". Please understand that the above figures are subject to final verification upon receipt by the lender or servicer. All fees and costs incurred after the issuance of this reinstatement letter will continue to be assessed until the loan delinquency is cured.



\* IMPORTANT: We only require that you pay the fees and costs actually incurred as of the date of your payment. If for whatever reason your payment includes any anticipated fee or cost or other item but the actual amount due on the date of payment is less, any excess amount will be returned to you. If your payoff amount tendered is less than the total amount due on the date of your payment, the lender or servicer reserves the right to reject your payment and continue with the legal process.

This loan payoff statement shows the total amount you owe. However, some amounts may not have to be paid for the lien to be released. Please call National Default Servicing Corporation at 602-264-6101 for details. WE SUGGEST THAT YOU CONTACT NATIONAL DEFAULT SERVICING CORPORATION AT THE ADDRESS OR TELEPHONE NUMBER ON THIS LETTER TO VERIFY THE EXACT AMOUNT NECESSARY TO PAY OFF YOUR LOAN NO MORE THAN 24 HOURS BEFORE YOU MAKE ANY PAYMENT.

**PAYMENT INSTRUCTIONS. Payment must be submitted in the form of a certified cashier's check(s) and must be made payable to "Cenlar FSB". Funds must be sent to the attorney/trustee office listed on this letter.** The payoff funds will be returned if any portion of the funds is in the form of a personal check. Please be advised that the action will continue until the total payoff received, in compliance with the terms in this letter. After payoff, you may be required to sign appropriate documents and take other requested action to assist in obtaining a withdrawal of the foreclosure.

PLEASE CAREFULLY READ THE FOLLOWING INFORMATION CONCERNING THE FORECLOSURE.

PLEASE NOTE: If there is a foreclosure sale date scheduled for your property, this letter DOES NOT extend or change that foreclosure sale date. Therefore, if the Good Through Date for the payment stated in this letter continues past the scheduled foreclosure sale date, the foreclosure sale will nonetheless occur unless the loan is reinstated or paid off PRIOR TO the foreclosure sale as required by applicable law.

You should verify the loan number, the name(s) of the Mortgagor(s), the property address and the amounts due and owing to ensure that these items are correct. Should you have any questions regarding the above, please do not hesitate to contact the attorney or foreclosure trustee at the telephone in this letter.

Please do not hesitate to contact our office should you need any further information.

Thank You,  
Customer Service  
602-412-5131  
[CustomerService@ndscorp.com](mailto:CustomerService@ndscorp.com)

This transmittal and attachments are a confidential and privileged communication between National Default Servicing Corporation and the above intended recipient(s). If the reader of this communication is not the intended recipient or an employee or agent responsible to give this to the intended recipient, you are hereby notified that the reading, dissemination, distribution, copying or other use of this communication is strictly prohibited. If you have received this communication in error, please immediately notify National Default Servicing Corporation by telephone and destroy this communication. Please be advised that this firm is attempting to collect a debt and any information obtained, may be used for that purpose.

National Default Servicing Corporation  
 7720 N. 16th Street, Suite 300  
 Phoenix AZ 85020  
 TIN No.: 86-0813496  
 (602) 264-6101 Fax (602) 264-6209

## Reinstatement Quote

Printed on: 11/07/2022

Cenlar FSB  
 425 Phillips Blvd  
 Ewing, NJ 08618

RE: Theya Kanagaratnam  
 2316 Lakeshore Av, 16  
 Oakland, CA 94606

Delinquent Date: 06/23/2020  
 Last Paid Installment: 05/23/2020  
 Interest From Date: 05/23/2020  
 Quote Good Through: 11/21/2022

File #: 22-01281-CE-CA  
 Mortgage Co#: 4774041794

Trustee Fee	\$180.00
Accrued Late Chg	\$639.63
Mtgr Rec Corp Adv	\$1 506.64
Mailing Fee	\$26.28
Total Payment Amount	\$14,784.75

Good through 11/21/22 For VOD Purpose

Quote good Through: 11/21/2022

**Total Due: \$17,137.30**

# EXHIBIT F





**CALL TODAY**  
**510.875.4959**

**RELIANCE  
PARTNERS**

**LOOKING TO SELL**

**MARSHALL JOHNSON**  
REALTOR CalDRE #01975767

HOME BUYERS KNOW THAT LOW INTEREST RATES WONT LAST - MAKING THIS THE PERFECT TIME TO GET YOUR HOME SOLD QUICKLY!!!

CALL TODAY TO LEARN MORE!!! 510.875.4959

**Marshall Johnson**

REALTOR CalDRE #01975767

*Contact me today!*

Mobile: 510.875.4959

gomarshallgo1@yahoo.com

www.Wowmyhomevalue.com

www.readyforrealestate.com

PRSR MKTG  
U.S POSTAGE PAID  
OAKLAND, CA 94615  
PERMIT NO 774

**Don't miss this opportunity!**

I CAN PUT YOUR HOUSE IN THIS HOT  
BUYERS MARKET AND GET THE SOLD I  
AMOUNT YOU DESIRE!!! CALL NOW!!!!



**RELIANCE  
PARTNERS**

3923 Grand Avenue, Oakland, CA, 94610

T00110  
02/23/2023  
THEYA KANAPATNAM  
OR CURRENT RESIDENT  
2316 LAKESHORE AVE  
OAKLAND, CA 94606-1068





# CALL TODAY

## 510.875.4959

**RELIANCE  
PARTNERS**

3923 Grand Avenue, Oakland, CA, 94610

**RELIANCE  
PARTNERS**

**Better  
Homes  
and Gardens**

**LOOKING FOR A HOME?**  
T00110  
02/23/2023

THEYA KIM NGUYEN  
OR CURRENT RESIDENT  
2316 LAKESHORE AVE  
OAKLAND, CA 94606-1068

**Don't miss this opportunity!**  
I CAN PUT YOUR HOUSE IN THIS HOT  
BUYERS MARKET AND GET THE SOLD  
AMOUNT YOU DESIRE!!! CALL NOW!!!

**MARSHALL JOHNSON**  
REALTOR CalDRE #01975767

HOME BUYERS KNOW THAT LOW INTEREST RATES WON'T LAST!  
PERFECT TIME TO GET YOUR HOME SOLD QUICKLY!!!

CALL TODAY TO LEARN MORE!!!! 510.875.4959

PRSR MKTG  
U.S POSTAGE PAID  
OAKLAND, CA 94615  
PERMIT NO 774

**Marshall Johnson**  
REALTOR CalDRE #01975767  
*Contact me today!*  
Mobile: 510.875.4959  
gomarshallgo1@yahoo.com  
www.Wowmyhomevalue.com  
www.readyforrealestate.com

**Marshall Johnson**  
REALTOR CalDRE #01975767

*Contact me today!*

Mobile: 510.875.4959  
gomarshallgo1@yahoo.com  
www.Wowmyhomevalue.com  
www.readyforrealestate.com

PRSR MKTG  
U.S POSTAGE PAID  
OAKLAND, CA 94615  
PERMIT NO 774

**Don't miss this opportunity!**  
I CAN PUT YOUR HOUSE IN THIS HOT  
BUYERS MARKET AND GET THE SOLD  
AMOUNT YOU DESIRE!!! CALL NOW!!!!

T00110  
02/23/2023  
THEYA KIM NGUYEN  
OR CURRENT RESIDENT  
2316 LAKESHORE AVE  
OAKLAND, CA 94606-1068

**Better  
Homes  
and Gardens**  
REAL ESTATE

**RELIANCE  
PARTNERS**

3923 Grand Avenue, Oakland, CA, 94610



**Lawyers Realty™**  
GROUP

California's #1 Attorney-Owned Real Estate Brokerage

2316 Lakeshore Ave Apt 16

Oakland, CA 94606

Reference Number: P18D8617

Theya,  
I can help solve your real estate  
issues and get the home sold!

## TRYING TO SELL YOUR HOME BUT FACING ROADBLOCKS?

### You need an Attorney/Realtor!

Dear Theya,

I established Lawyers Realty Group more than 20 years ago to provide a higher level of professional representation for homeowners facing complex mortgage and real estate problems, such as:

- Title Problems, Liens or Judgments
- Mortgage Default or Foreclosure
- Probate, Trust, Estate or Heirship Problems
- HOA Foreclosure (threatened or even completed)
- Owing More than the Value of the Home
- Tenant Issues or Squatters in the Home
- Contract Cancellations and Buyer Termination

Selling your home in these situations can be very difficult, but as an **Attorney/Realtor**, I can clear the way and help you sell for top dollar with absolutely no out-of-pocket costs. When you work with Lawyers Realty Group, you will receive unparalleled legal protection as well as full representation in the listing and sale of your home.

Don't let anyone pressure you into listing or selling without consulting an Attorney/Realtor first. Call me at 949-613-5918, and I will outline your best and safest course of action *without any cost or obligation*.

Sincerely,

  
Derik N. Lewis, Esq.

**WE WILL GET YOUR HOME LISTED AND SOLD NO MATTER THE OBSTACLES  
AND WITH NO EXTRA OUT-OF-POCKET COSTS OR FEES**

ATTORNEY ADVERTISEMENT | DRE #01439110 | SBN #219981

7700 IRVINE CENTER DRIVE, SUITE 800, IRVINE, CA 92618  
TEL: 949-613-5918 | EMAIL: Derik@LawyersRealtyGroup.com



Dear Distressed Homeowner:

After reviewing through public records, your home may be in preforeclosure.

**SOLUTION:** I can help you refinance even if you're behind on mortgage payments.

I have few investors that might be able to pay back your back payments, refinance the payoff amount from your existing lender, and perhaps get you some cash out in hand

My company is in Orange County CA and have great reviews on the internet.

No cost or obligation to see what I can do for you.

Please call me asap so we can discuss solutions. Thank you!

George Thanh Nguyen NMLS #809410, Senior Mortgage Loan Officer

714-552-9002 Direct | [george.nguyen@gdlending.com](mailto:george.nguyen@gdlending.com) email address

**Global Direct Realty and Lending** nmls # 1203655

**17151 Newhope St. Suite 106 Fountain Valley CA 92708**

# EXHIBIT G

Direction (Status)	Number	Date	Start Time	Length
Incoming-Forwarded (Answered)	(800) 242-7178	02/21/2023	12:21 pm	00:2:31
Incoming-Forwarded (Answered)	(800) 242-7178	02/18/2023	12:01 pm	00:0:09
Incoming-Forwarded (Answered)	(800) 242-7178	02/17/2023	02:04 pm	00:1:13
Incoming-Forwarded (Answered)	(800) 242-7178	02/16/2023	01:51 pm	00:0:09
Incoming-Forwarded (Missed)	(800) 242-7178	02/15/2023	07:24 pm	00:0:35
Incoming-Forwarded (VoiceMail)	(800) 242-7178	02/14/2023	12:27 pm	00:0:42
Incoming-Forwarded (VoiceMail)	(800) 242-7178	02/13/2023	01:21 pm	00:0:42
Incoming-Forwarded (Answered)	(800) 242-7178	02/11/2023	12:06 pm	00:0:20
Incoming-Forwarded (VoiceMail)	(800) 242-7178	02/10/2023	12:23 pm	00:0:42
Incoming-Forwarded (Answered)	(800) 242-7178	02/02/2023	12:56 pm	00:0:26
Incoming-Forwarded (Answered)	(800) 242-7178	02/01/2023	03:17 pm	00:0:22
Incoming-Forwarded (Answered)	(800) 242-7178	01/31/2023	03:17 pm	00:1:12
Incoming-Forwarded (Missed)	(800) 242-7178	01/30/2023	05:14 pm	00:0:41
Incoming-Forwarded (Answered)	(800) 242-7178	01/28/2023	12:05 pm	00:0:35
Incoming-Forwarded (Answered)	(800) 242-7178	01/20/2023	12:39 pm	00:2:46
Incoming-Forwarded (Answered)	(800) 242-7178	01/19/2023	12:01 pm	00:0:24
Incoming-Forwarded (Missed)	(800) 242-7178	01/18/2023	02:34 pm	00:0:35
Incoming-Forwarded (Missed)	(800) 242-7178	01/17/2023	04:55 pm	00:0:35
Incoming-Forwarded (Answered)	(800) 242-7178	01/14/2023	12:03 pm	00:0:07
Incoming-Forwarded (Answered)	(800) 242-7178	01/06/2023	02:20 pm	00:0:35
Incoming-Forwarded (Answered)	(800) 242-7178	01/05/2023	02:59 pm	00:0:23
Incoming-Forwarded (Missed)	(800) 242-7178	01/03/2023	03:29 pm	00:0:35

Awaiting official copy from Service  
Provider from Jan 2022 - Feb 2023



Generated: Apr 5, 2023 9:50AM

Page 1/1

**U.S. District Court****California Northern - Oakland**

Receipt Date: Apr 5, 2023 9:50AM

Theya P Kanagaratnam  
2316 Lakeshore Avenue 16  
Oakland, CA 94606

Rcpt. No: 411017790

Trans. Date: Apr 5, 2023 9:50AM

Cashier ID: #JL

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
205	Miscellaneous Filing Fees		1	49.00	49.00

CD	Tender	Amt
CC	Credit Card	\$49.00

Total Due Prior to Payment: \$49.00

Total Tendered: \$49.00

Total Cash Received: \$0.00

Cash Change Amount: \$0.00

**Comments:** 23-mc-80106 KAW

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

# EXHIBIT F

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

THEYA KANAGARATNAM,

Plaintiff,

v.

CENLAR FSB,

Defendant.

Case No. 23-mc-80106-KAW

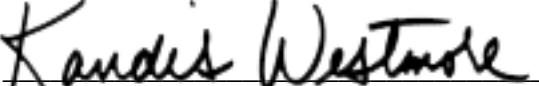
**ORDER CLOSING MISCELLANEOUS  
CASE**

Re: Dkt. No. 1

On April 5, 2023, Plaintiff Theya Kanagaratnam filed the instant case as a miscellaneous case, and paid the \$49.00 fee associated with miscellaneous matters. (*See* Dkt. No. 1.) This case, however, appears to be improperly filed as a miscellaneous matter, as Plaintiff is effectively challenging the enforceability of a debt. The undersigned, therefore, CLOSES the miscellaneous case and DIRECTS Plaintiff to refile the matter as a civil case by filing a civil cover sheet and complaint. A case opening fee of \$402.00 is also due; if Plaintiff is unable to pay the fee, Plaintiff shall file an application to proceed *in forma pauperis*. The \$49.00 payment made on April 5, 2023 cannot be applied to the amount due. Plaintiff may file a request for a refund of the \$49.00 amount.

IT IS SO ORDERED.

Dated: April 6, 2023

  
KANDIS A. WESTMORE  
United States Magistrate Judge



# EXHIBIT G

**Fill in this information to identify your case:**

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Debtor 2  
 (Spouse, if filing)                                                                 
First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District of California

Case number 24-40209 WJL 7  
(If known)

FILED

FEB 28 2024

U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA☐ Check if this is an amended filing

## Official Form 106Sum

**Summary of Your Assets and Liabilities and Certain Statistical Information**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

**Part 1: Summarize Your Assets****Your assets**  
Value of what you own

1. *Schedule A/B: Property* (Official Form 106A/B)
- 1a. Copy line 55, Total real estate, from *Schedule A/B* ..... \$ 642,000.00
- 1b. Copy line 62, Total personal property, from *Schedule A/B* ..... \$ 575,622.00
- 1c. Copy line 63, Total of all property on *Schedule A/B* ..... \$ 1,217,622.00

**Part 2: Summarize Your Liabilities****Your liabilities**  
Amount you owe

2. *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 106D)
- 2a. Copy the total you listed in Column A, *Amount of claim*, at the bottom of the last page of Part 1 of *Schedule D* ..... \$
3. *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 106E/F)
- 3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of *Schedule E/F* ..... \$ 0.00
- 3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of *Schedule E/F* ..... + \$ 424,000.00
- Your total liabilities** \$ 424,000.00

**Part 3: Summarize Your Income and Expenses**

4. *Schedule I: Your Income* (Official Form 106I)
- Copy your combined monthly income from line 12 of *Schedule I* ..... \$ 4,350.00
5. *Schedule J: Your Expenses* (Official Form 106J)
- Copy your monthly expenses from line 22c of *Schedule J* ..... \$ 3,370.00

Debtor 1 **THEYA** **PRAKASHINI** **KANAGARATNAM**  
First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**Part 4: Answer These Questions for Administrative and Statistical Records**

**6. Are you filing for bankruptcy under Chapters 7, 11, or 13?**

- ☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.  
☒ Yes

**7. What kind of debt do you have?**

- ☒ **Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.  
☐ **Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

**8. From the Statement of Your Current Monthly Income:** Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ 4,350.00

**9. Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:**

**Total claim**

From Part 4 on *Schedule E/F*, copy the following:

9a. Domestic support obligations (Copy line 6a.)	\$ <u>0.00</u>
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	\$ <u>0.00</u>
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	\$ <u>0.00</u>
9d. Student loans. (Copy line 6f.)	\$ <u>0.00</u>
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	\$ <u>0.00</u>
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+ \$ <u>0.00</u>
9g. <b>Total.</b> Add lines 9a through 9f.	\$ <u>0.00</u>



**Fill in this information to identify your case and this filing:**

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
 First Name Middle Name Last Name

Debtor 2  
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District of California

Case number 24-40209 WJL 7

☐ Check if this is an amended filing

Official Form 106A/B

**Schedule A/B: Property**

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In****1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?**

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1. 2316 Lakeshore Avenue  
 Street address, if available, or other description

16

Oakland CA 94606  
 City State ZIP Code

County \_\_\_\_\_

**What is the property?** Check all that apply.

- ☐ Single-family home
- ☐ Duplex or multi-unit building
- ☒ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$ 642,000.00

Current value of the portion you own? \$ 642,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Who has an interest in the property?** Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: \_\_\_\_\_

If you own or have more than one, list here:

1.2. \_\_\_\_\_  
 Street address, if available, or other description

\_\_\_\_\_

\_\_\_\_\_

City State ZIP Code

County \_\_\_\_\_

**What is the property?** Check all that apply.

- ☐ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$

Current value of the portion you own? \$

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Who has an interest in the property?** Check one.

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: \_\_\_\_\_

Debtor 1 **THEYA PRAKASHINI KANAGAR** Case number (if known) **24-40209 WJL 7**  
 First Name Middle Name Last Name

1.3.

Street address, if available, or other description

City State ZIP Code

County

**What is the property?** Check all that apply.

- ☐ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☐ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$ \_\_\_\_\_

Current value of the portion you own?

\$ \_\_\_\_\_

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Who has an interest in the property?** Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: \_\_\_\_\_

2. Add the dollar value of the portion you own for all of your entries for Part 1, including any entries for pages you have attached for Part 1. Write that number here. \_\_\_\_\_ →

\$ 642,000.00

**Part 2: Describe Your Vehicles**

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

## 3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☐ No  
☒ Yes

3.1. Make: VW  
 Model: TIGUAN  
 Year: 2009  
 Approximate mileage: 140000  
 Other information:  
 \_\_\_\_\_

**Who has an interest in the property?** Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$ 3,500.00

Current value of the portion you own?

\$ 3,500.00

☐ Check if this is community property (see instructions)

If you own or have more than one, describe here:

3.2. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Approximate mileage: \_\_\_\_\_  
 Other information:  
 \_\_\_\_\_

**Who has an interest in the property?** Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$ \_\_\_\_\_

Current value of the portion you own?

\$ \_\_\_\_\_

☐ Check if this is community property (see instructions)

Debtor 1

THEYA

First Name

PRAKASHINI

Middle Name

KANAGARAJ

Last Name

Case number (if known) 24-40209 WJL 7

3.3. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Approximate mileage: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

3.4. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Approximate mileage: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

#### 4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☐ No  
☐ Yes

4.1. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

If you own or have more than one, list here:

4.2. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here \_\_\_\_\_ →

\$ 3,500.00



Debtor 1 **THEYA** **PRAKASHINI** **KANAGAR**  
 First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

**6. Household goods and furnishings**

Examples: Major appliances, furniture, linens, china, kitchenware

☐ No

☒ Yes. Describe..... **HOUSEHOLD ITEMS**

\$ 7,000.00

**7. Electronics**

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

☐ No

☒ Yes. Describe..... **LAPTOPS, PHONE**

\$ 1,200.00

**8. Collectibles of value**

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

☐ No

☒ Yes. Describe..... **BOOKS**

\$ 200.00

**9. Equipment for sports and hobbies**

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

☐ No

☒ Yes. Describe..... **KEY BOARD**

\$ 20.00

**10. Firearms**

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☒ No

☐ Yes. Describe.....

\$ \_\_\_\_\_

**11. Clothes**

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No

☒ Yes. Describe..... **WARDROBE**

\$ 700.00

**12. Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No

☒ Yes. Describe..... **EARINGS, BRACELETS & NECK CHAINS**

\$ 580.00

**13. Non-farm animals**

Examples: Dogs, cats, birds, horses

☒ No

☐ Yes. Describe.....

\$ \_\_\_\_\_

**14. Any other personal and household items you did not already list, including any health aids you did not list**

☒ No

☐ Yes. Give specific information. ....

\$ \_\_\_\_\_

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here**

\$ 9,700.00

Debtor 1

THEYA

PRAKASHINI

KANAGARAJ

First Name

Middle Name

Last Name

Case number (if known) 24-40209 WJL 7

**Part 4: Describe Your Financial Assets**

Do you own or have any legal or equitable interest in any of the following?

Current value of the  
portion you own?Do not deduct secured claims  
or exemptions.**16. Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☐ No☒ Yes ..... Cash: ..... \$ 1,200.00**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No☒ Yes ..... Institution name:

17.1. Checking account:	<u>GOLDEN1 CREDIT UNION</u>	\$ 2,000.00
17.2. Checking account:	_____	\$ _____
17.3. Savings account:	<u>GOLDEN1 CREDIT UNION</u>	\$ 22.00
17.4. Savings account:	_____	\$ _____
17.5. Certificates of deposit:	_____	\$ _____
17.6. Other financial account:	_____	\$ _____
17.7. Other financial account:	_____	\$ _____
17.8. Other financial account:	_____	\$ _____
17.9. Other financial account:	_____	\$ _____

**18. Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☐ No☒ Yes ..... Institution or issuer name:

<u>TASTY TRADE</u>	\$ 2,000.00
_____	\$ _____
_____	\$ _____

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**☒ No

Name of entity:

% of ownership:

<input type="checkbox"/> Yes. Give specific information about them.....	_____	0% %	\$ _____
	_____	0% %	\$ _____
	_____	0% %	\$ _____

Debtor 1

THEYA

First Name

PRAKASHINI

Middle Name

KANAGARAJ

Last Name

Case number (if known) 24-40209 WJL 7

**20. Government and corporate bonds and other negotiable and non-negotiable instruments**

*Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders.  
*Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them.

☒ No☐ Yes. Give specific information about them.....

Issuer name:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**21. Retirement or pension accounts**

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☐ No☒ Yes. List each

account separately.

Type of account:

Institution name:

401(k) or similar plan:

410K

\$ 95,000.00

Pension plan:

\$ \_\_\_\_\_

IRA:

CHARLES SCHWAB ROTH IRA

\$ 1,200.00

Retirement account:

\$ \_\_\_\_\_

Keogh:

\$ \_\_\_\_\_

Additional account:

\$ \_\_\_\_\_

Additional account:

\$ \_\_\_\_\_

**22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No☐ Yes .....

Institution name or individual:

Electric:

\$ \_\_\_\_\_

Gas:

\$ \_\_\_\_\_

Heating oil:

\$ \_\_\_\_\_

Security deposit on rental unit:

\$ \_\_\_\_\_

Prepaid rent:

\$ \_\_\_\_\_

Telephone:

\$ \_\_\_\_\_

Water:

\$ \_\_\_\_\_

Rented furniture:

\$ \_\_\_\_\_

Other:

\$ \_\_\_\_\_

**23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)**☒ No☐ Yes .....

Issuer name and description:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_



Debtor 1

THEYA

First Name

PRAKASHINI

Middle Name

KANAGAP

Last Name

Case number (if known) 24-40209 WJL 7

**24. Interests in an education IRA, in an account in a qualified ABLÉ program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No☐ Yes ..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

_____	\$ _____
_____	\$ _____
_____	\$ _____

**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**☒ No☐ Yes. Give specific information about them....

_____	\$ _____
-------	----------

**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property***Examples: Internet domain names, websites, proceeds from royalties and licensing agreements*☒ No☐ Yes. Give specific information about them....

_____	\$ _____
-------	----------

**27. Licenses, franchises, and other general intangibles***Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses*☒ No☐ Yes. Give specific information about them....

_____	\$ _____
-------	----------

**Money or property owed to you?****Current value of the portion you own?**  
Do not deduct secured claims or exemptions.**28. Tax refunds owed to you**☒ No☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years. ....

--

Federal:	\$ _____
State:	\$ _____
Local:	\$ _____

**29. Family support***Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement*☒ No☐ Yes. Give specific information. ....

--

Alimony:	\$ _____
Maintenance:	\$ _____
Support:	\$ _____
Divorce settlement:	\$ _____
Property settlement:	\$ _____

**30. Other amounts someone owes you***Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else*☐ No☒ Yes. Give specific information. ....

PERSONAL LOAN

\$ 15,000.00

Debtor 1 **THEYA PRAKASHINI KANAGAR** Case number (if known) **24-40209 WJL 7**  
 First Name Middle Name Last Name

**31. Interests in insurance policies**

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☒ No

☐ Yes. Name the insurance company of each policy and list its value. ... Company name: Beneficiary: Surrender or refund value:  
 \$  
 \$  
 \$

**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No

☐ Yes. Give specific information. .... \$

**33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**

Examples: Accidents, employment disputes, insurance claims, or rights to sue

☐ No

☒ Yes. Describe each claim. .... SMALL CLAIMS STILL PENDING \$ 10,000.00

**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**

☒ No

☐ Yes. Describe each claim. .... \$

**35. Any financial assets you did not already list**

☐ No

☒ Yes. Give specific information. .... MEDALLION STAMPED NOTE and BOE (CENLAR) BOE (SELEN) \$ 436,000.00

**36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here**

\$ 562,422.00

**Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.****37. Do you own or have any legal or equitable interest in any business-related property?**

☒ No. Go to Part 6.

☐ Yes. Go to line 38.

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

**38. Accounts receivable or commissions you already earned**

☒ No

☐ Yes. Describe. .... \$

**39. Office equipment, furnishings, and supplies**

Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

☒ No

☐ Yes. Describe. .... \$

Debtor 1 **THEYA** **PRAKASHINI** **KANAGAR** Case number (if known) 24-40209 WJL 7  
First Name Middle Name Last Name

**40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade**

☒ No  
☐ Yes. Describe..... \$

**41. Inventory**

☒ No  
☐ Yes. Describe..... \$

**42. Interests in partnerships or joint ventures**

☒ No  
☐ Yes. Describe..... Name of entity: % of ownership:  
\_\_\_\_\_% \$  
\_\_\_\_\_% \$  
\_\_\_\_\_% \$

**43. Customer lists, mailing lists, or other compilations**

☒ No  
☐ Yes. Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?  
☐ No  
☐ Yes. Describe..... \$

**44. Any business-related property you did not already list**

☒ No  
☐ Yes. Give specific information ..... \$  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here** ..... **\$ 0.00**

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**  
If you own or have an interest in farmland, list it in Part 1.

**46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

☒ No. Go to Part 7.  
☐ Yes. Go to line 47.

**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.

**47. Farm animals**

*Examples: Livestock, poultry, farm-raised fish*

☒ No  
☐ Yes..... \$



Debtor 1 **THEYA PRAKASHINI KANAGAR** Case number (if known) **24-40209 WJL 7**  
 First Name Middle Name Last Name

## 48. Crops—either growing or harvested

☒ No☐ Yes. Give specific information.....

\$ \_\_\_\_\_

## 49. Farm and fishing equipment, implements, machinery, fixtures, and tools of trade

☒ No☐ Yes.....

\$ \_\_\_\_\_

## 50. Farm and fishing supplies, chemicals, and feed

☒ No☐ Yes.....

\$ \_\_\_\_\_

## 51. Any farm- and commercial fishing-related property you did not already list

☒ No☐ Yes. Give specific information.....

\$ \_\_\_\_\_

## 52. Add the dollar value of all of your entries from Part 6, including any entries for pages you have attached for Part 6. Write that number here .....

\$ 0.00

**Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above**

## 53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

☒ No☐ Yes. Give specific information.....

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

## 54. Add the dollar value of all of your entries from Part 7. Write that number here .....

\$ 0.00

**Part 8: List the Totals of Each Part of this Form**

## 55. Part 1: Total real estate, line 2 .....

\$ 642,000.00

## 56. Part 2: Total vehicles, line 5

\$ 3,500.00

## 57. Part 3: Total personal and household items, line 15

\$ 9,700.00

## 58. Part 4: Total financial assets, line 36

\$ 562,422.00

## 59. Part 5: Total business-related property, line 45

\$ 0.00

## 60. Part 6: Total farm- and fishing-related property, line 52

\$ 0.00

## 61. Part 7: Total other property not listed, line 54

+ \$ 0.00

## 62. Total personal property. Add lines 56 through 61. ....

\$ 575,622.00

Copy personal property total → + \$ 575,622.00

## 63. Total of all property on Schedule A/B. Add line 55 + line 62. ....

\$ 1,217,622.00

**Fill in this information to identify your case:**

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Debtor 2  
 (Spouse, if filing)                                                                 
First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District of California

Case number 24-40209 WJL 7  
 (If known)

☐ Check if this is an amended filing

## Official Form 106C

**Schedule C: The Property You Claim as Exempt**

04/22

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

**Part 1: Identify the Property You Claim as Exempt**

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)  
☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own  Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim  Check only one box for each exemption.	Specific laws that allow exemption
Brief description: <u>Residence</u> Line from <i>Schedule A/B</i> : <u>1.1</u>	<u>\$ 642,000.00</u>	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.730
Brief description: <u>VEHICLE</u> Line from <i>Schedule A/B</i> : <u>3.1</u>	<u>\$ 3,500.00</u>	<input checked="" type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.020
Brief description: _____ Line from <i>Schedule A/B</i> : _____	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	_____

3. Are you claiming a homestead exemption of more than \$189,050?

(Subject to adjustment on 4/01/25 and every 3 years after that for cases filed on or after the date of adjustment.)

- ☐ No  
☒ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?  
☐ No  
☒ Yes

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
 First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**Part 2: Additional Page**

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own  Copy the value from Schedule A/B	Amount of the exemption you claim  Check only one box for each exemption	Specific laws that allow exemption
Brief description: <u>HOUSEHOLD</u> Line from Schedule A/B: <u>6</u>	\$ <u>7,000.00</u>	<input checked="" type="checkbox"/> \$ <u>7,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.020
Brief description: <u>ELECTRONICS</u> Line from Schedule A/B: <u>7</u>	\$ <u>1,200.00</u>	<input checked="" type="checkbox"/> \$ <u>1,200.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.040
Brief description: <u>BOOKS</u> Line from Schedule A/B: <u>8</u>	\$ <u>200.00</u>	<input checked="" type="checkbox"/> \$ <u>200.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.060
Brief description: <u>KEYBOARD</u> Line from Schedule A/B: <u>9</u>	\$ <u>20.00</u>	<input checked="" type="checkbox"/> \$ <u>20.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.040
Brief description: <u>WARDROBE</u> Line from Schedule A/B: <u>11</u>	\$ <u>700.00</u>	<input checked="" type="checkbox"/> \$ <u>700.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.040
Brief description: <u>JEWELRY</u> Line from Schedule A/B: _____	\$ <u>580.00</u>	<input checked="" type="checkbox"/> \$ <u>580.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.040
Brief description: _____ Line from Schedule A/B: _____	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	_____
Brief description: _____ Line from Schedule A/B: _____	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	_____
Brief description: _____ Line from Schedule A/B: _____	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	_____
Brief description: _____ Line from Schedule A/B: _____	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	_____
Brief description: _____ Line from Schedule A/B: _____	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	_____
Brief description: _____ Line from Schedule A/B: _____	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	_____
Brief description: _____ Line from Schedule A/B: _____	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	_____





Debtor 1 **THEYA PRAKASHINI KANAGARATNAM**  
 First Name Middle Name Last Name

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**Part 1:****Additional Page**

After listing any entries on this page, number them beginning with 2.3, followed by 2.4, and so forth.

Column A	Column B	Column C
Amount of claim	Value of collateral	Unsecured
Do not deduct the	that supports this	portion
value of collateral.	claim	If any

Describe the property that secures the claim:

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Creditor's Name

Number Street

City State ZIP Code

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit  
☐ Other (including a right to offset) \_\_\_\_\_

Who owes the debt? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Describe the property that secures the claim:

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Creditor's Name

Number Street

City State ZIP Code

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit  
☐ Other (including a right to offset) \_\_\_\_\_

Who owes the debt? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Describe the property that secures the claim:

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Creditor's Name

Number Street

City State ZIP Code

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit  
☐ Other (including a right to offset) \_\_\_\_\_

Who owes the debt? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Add the dollar value of your entries in Column A on this page. Write that number here:

\$ \_\_\_\_\_

If this is the last page of your form, add the dollar value totals from all pages.

Write that number here:

\$ \_\_\_\_\_

Debtor 1

THEYA PRAKASHINI KANAGARATNAM  
 First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

<input style="width: 20px; height: 20px;" type="checkbox"/>	Name _____  Number _____ Street _____  _____  City _____ State _____ ZIP Code _____	On which line in Part 1 did you enter the creditor? _____  Last 4 digits of account number _____
<input style="width: 20px; height: 20px;" type="checkbox"/>	Name _____  Number _____ Street _____  _____  City _____ State _____ ZIP Code _____	On which line in Part 1 did you enter the creditor? _____  Last 4 digits of account number _____
<input style="width: 20px; height: 20px;" type="checkbox"/>	Name _____  Number _____ Street _____  _____  City _____ State _____ ZIP Code _____	On which line in Part 1 did you enter the creditor? _____  Last 4 digits of account number _____
<input style="width: 20px; height: 20px;" type="checkbox"/>	Name _____  Number _____ Street _____  _____  City _____ State _____ ZIP Code _____	On which line in Part 1 did you enter the creditor? _____  Last 4 digits of account number _____
<input style="width: 20px; height: 20px;" type="checkbox"/>	Name _____  Number _____ Street _____  _____  City _____ State _____ ZIP Code _____	On which line in Part 1 did you enter the creditor? _____  Last 4 digits of account number _____
<input style="width: 20px; height: 20px;" type="checkbox"/>	Name _____  Number _____ Street _____  _____  City _____ State _____ ZIP Code _____	On which line in Part 1 did you enter the creditor? _____  Last 4 digits of account number _____



**Fill in this information to identify your case:**

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Debtor 2 \_\_\_\_\_  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District of California

Case number 24-40209 WJL 7  
(If known)

☐ Check if this is an amended filing

## Official Form 106E/F

**Schedule E/F: Creditors Who Have Unsecured Claims**

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Property* (Official Form 106A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 106G). Do not include any creditors with partially secured claims that are listed in *Schedule D: Creditors Who Have Claims Secured by Property*. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. On the top of any additional pages, write your name and case number (if known).

**Part 1: List All of Your PRIORITY Unsecured Claims****1. Do any creditors have priority unsecured claims against you?**

- ☐ No. Go to Part 2.  
☐ Yes.

**2. List all of your priority unsecured claims.** If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

Total claim	Priority amount	Nonpriority amount
-------------	-----------------	--------------------

2.1

Priority Creditor's Name \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_ \$ \_\_\_\_\_ \$ 642,000.00 \$ 642,000.00

Number \_\_\_\_\_ Street \_\_\_\_\_

When was the debt incurred? \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

As of the date you file, the claim is: Check all that apply.

Who incurred the debt? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim is for a community debt

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

**Type of PRIORITY unsecured claim:**

- ☐ Domestic support obligations  
☐ Taxes and certain other debts you owe the government  
☐ Claims for death or personal injury while you were intoxicated  
☐ Other. Specify \_\_\_\_\_

Is the claim subject to offset?

- ☐ No  
☐ Yes

2.2

Priority Creditor's Name \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Number \_\_\_\_\_ Street \_\_\_\_\_

When was the debt incurred? \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

As of the date you file, the claim is: Check all that apply.

Who incurred the debt? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim is for a community debt

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

**Type of PRIORITY unsecured claim:**

- ☐ Domestic support obligations  
☐ Taxes and certain other debts you owe the government  
☐ Claims for death or personal injury while you were intoxicated  
☐ Other. Specify \_\_\_\_\_

Is the claim subject to offset?

- ☐ No  
☐ Yes

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**Part 1: Your PRIORITY Unsecured Claims – Continuation Page**

After listing any entries on this page, number them beginning with 2.3, followed by 2.4, and so forth.

Total claim	Priority amount	Nonpriority amount

<input type="checkbox"/>	<p>Priority Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Who incurred the debt? Check one.</p> <p><input type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim is for a community debt</p> <p>Is the claim subject to offset?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>	<p>Last 4 digits of account number _____</p> <p>When was the debt incurred? _____</p> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Type of PRIORITY unsecured claim:</p> <p><input type="checkbox"/> Domestic support obligations</p> <p><input type="checkbox"/> Taxes and certain other debts you owe the government</p> <p><input type="checkbox"/> Claims for death or personal injury while you were intoxicated</p> <p><input type="checkbox"/> Other. Specify _____</p>	<p>\$ _____ \$ 642,000 \$ _____</p>
<input type="checkbox"/>	<p>Priority Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Who incurred the debt? Check one.</p> <p><input type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim is for a community debt</p> <p>Is the claim subject to offset?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>	<p>Last 4 digits of account number _____</p> <p>When was the debt incurred? _____</p> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Type of PRIORITY unsecured claim:</p> <p><input type="checkbox"/> Domestic support obligations</p> <p><input type="checkbox"/> Taxes and certain other debts you owe the government</p> <p><input type="checkbox"/> Claims for death or personal injury while you were intoxicated</p> <p><input type="checkbox"/> Other. Specify _____</p>	<p>\$ _____ \$ _____ \$ _____</p>
<input type="checkbox"/>	<p>Priority Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Who incurred the debt? Check one.</p> <p><input type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim is for a community debt</p> <p>Is the claim subject to offset?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>	<p>Last 4 digits of account number _____</p> <p>When was the debt incurred? _____</p> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Type of PRIORITY unsecured claim:</p> <p><input type="checkbox"/> Domestic support obligations</p> <p><input type="checkbox"/> Taxes and certain other debts you owe the government</p> <p><input type="checkbox"/> Claims for death or personal injury while you were intoxicated</p> <p><input type="checkbox"/> Other. Specify _____</p>	<p>\$ _____ \$ _____ \$ _____</p>

Debtor 1 **THEYA PRAKASHINI KANAGARATNAM**  
 First Name Middle Name Last Name

Case number (if known) **24-40209 WJL 7**

**Part 2: List All of Your NONPRIORITY Unsecured Claims**

**3. Do any creditors have nonpriority unsecured claims against you?**

- ☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.  
☒ Yes

**4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim.** If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

		Total claim	
4.1	<b>SELENE FINANCE LP</b> Nonpriority Creditor's Name <b>P.O. BOX 8619</b> Number Street <b>Philadelphia, PA 19101</b> City State ZIP Code  <b>Who incurred the debt? Check one.</b> <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another  <input type="checkbox"/> Check if this claim is for a community debt  <b>Is the claim subject to offset?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Last 4 digits of account number <u>6 9 5 6</u> When was the debt incurred? _____  <b>As of the date you file, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed  <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <u>1ST</u>	\$ <u>330,000.00</u>
4.2	<b>CENLAR FSB</b> Nonpriority Creditor's Name <b>P.O. BOX 77404</b> Number Street <b>EWING, NJ 08628</b> City State ZIP Code  <b>Who incurred the debt? Check one.</b> <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another  <input type="checkbox"/> Check if this claim is for a community debt  <b>Is the claim subject to offset?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Last 4 digits of account number <u>1 7 9 4</u> When was the debt incurred? _____  <b>As of the date you file, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed  <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <u>2ND</u>	\$ <u>75,000.00</u>
4.3	<b>Bank of America</b> Nonpriority Creditor's Name <b>100 North Tryon Street</b> Number Street <b>Charlotte NC 28255</b> City State ZIP Code  <b>Who incurred the debt? Check one.</b> <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another  <input type="checkbox"/> Check if this claim is for a community debt  <b>Is the claim subject to offset?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Last 4 digits of account number _____ When was the debt incurred? _____  <b>As of the date you file, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed  <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input type="checkbox"/> Other. Specify <u>CREDIT CARD</u>	\$ <u>19,000.00</u>

Debtor 1 **THEYA PRAKASHINI KANAGARATNAM**  
First Name Middle Name Last Name

Case number (if known) **24-40209 WJL 7**

**Part 2: Your NONPRIORITY Unsecured Claims — Continuation Page**

After listing any entries on this page, number them beginning with 4.4, followed by 4.5, and so forth.

Total claim

<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p>Nonpriority Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Who incurred the debt? Check one.</p> <p><input type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim is for a community debt</p> <p>Is the claim subject to offset?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>	<p>Last 4 digits of account number _____ \$ _____</p> <p>When was the debt incurred? _____</p> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Type of NONPRIORITY unsecured claim:</p> <p><input type="checkbox"/> Student loans</p> <p><input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims</p> <p><input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts</p> <p><input type="checkbox"/> Other. Specify _____</p>
<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p>Nonpriority Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Who incurred the debt? Check one.</p> <p><input type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim is for a community debt</p> <p>Is the claim subject to offset?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>	<p>Last 4 digits of account number _____ \$ _____</p> <p>When was the debt incurred? _____</p> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Type of NONPRIORITY unsecured claim:</p> <p><input type="checkbox"/> Student loans</p> <p><input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims</p> <p><input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts</p> <p><input type="checkbox"/> Other. Specify _____</p>
<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p>Nonpriority Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Who incurred the debt? Check one.</p> <p><input type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim is for a community debt</p> <p>Is the claim subject to offset?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>	<p>Last 4 digits of account number _____ \$ _____</p> <p>When was the debt incurred? _____</p> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Type of NONPRIORITY unsecured claim:</p> <p><input type="checkbox"/> Student loans</p> <p><input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims</p> <p><input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts</p> <p><input type="checkbox"/> Other. Specify _____</p>



Debtor 1 **THEYA PRAKASHINI KANAGARATNAM**  
 First Name Middle Name Last Name

Case number (if known) **24-40209 WJL 7**

**Part 3: List Others to Be Notified About a Debt That You Already Listed**

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name \_\_\_\_\_  
 Number \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Name \_\_\_\_\_  
 Number \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Name \_\_\_\_\_  
 Number \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Name \_\_\_\_\_  
 Number \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Name \_\_\_\_\_  
 Number \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Name \_\_\_\_\_  
 Number \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Name \_\_\_\_\_  
 Number \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

On which entry in Part 1 or Part 2 did you list the original creditor?

Line \_\_\_\_\_ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims  
☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number \_\_\_\_\_

On which entry in Part 1 or Part 2 did you list the original creditor?

Line \_\_\_\_\_ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims  
☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number \_\_\_\_\_

On which entry in Part 1 or Part 2 did you list the original creditor?

Line \_\_\_\_\_ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims  
☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number \_\_\_\_\_

On which entry in Part 1 or Part 2 did you list the original creditor?

Line \_\_\_\_\_ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims  
☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number \_\_\_\_\_

On which entry in Part 1 or Part 2 did you list the original creditor?

Line \_\_\_\_\_ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims  
☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number \_\_\_\_\_

On which entry in Part 1 or Part 2 did you list the original creditor?

Line \_\_\_\_\_ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims  
☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number \_\_\_\_\_

On which entry in Part 1 or Part 2 did you list the original creditor?

Line \_\_\_\_\_ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims  
☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number \_\_\_\_\_

Debtor 1 THEYA PRAKASHINI KANAGARATNAM Case number (if known) 24-40209 WJL 7  
First Name Middle Name Last Name

**Part 4: Add the Amounts for Each Type of Unsecured Claim**

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. § 159. Add the amounts for each type of unsecured claim.

		Total claim
Total claims from Part 1	6a. Domestic support obligations	6a. \$ _____
	6b. Taxes and certain other debts you owe the government	6b. \$ _____
	6c. Claims for death or personal injury while you were intoxicated	6c. \$ _____
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d. + \$ _____
	6e. Total. Add lines 6a through 6d.	6e. <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$ _____</div>

		Total claim
Total claims from Part 2	6f. Student loans	6f. \$ _____
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g. \$ _____
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h. \$ _____
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i. + \$ <u>424,000.00</u>
	6j. Total. Add lines 6f through 6i.	6j. <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$ <u>424,000.00</u></div>

**Fill in this information to identify your case:**

Debtor	<u>THEYA</u>	<u>PRAKASHINI</u>	<u>KANAGARATNAM</u>
	<small>First Name</small>	<small>Middle Name</small>	<small>Last Name</small>
Debtor 2 (Spouse if filing)	<u></u>	<u></u>	<u></u>
	<small>First Name</small>	<small>Middle Name</small>	<small>Last Name</small>
United States Bankruptcy Court for the: Northern District of California			
Case number (If known)	<u>24-40209 WJL 7</u>		

☐ Check if this is an amended filing
**Official Form 106G****Schedule G: Executory Contracts and Unexpired Leases**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

**1. Do you have any executory contracts or unexpired leases?**

- ☒ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
- ☐ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Property* (Official Form 106A/B).

**2. List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.**

Person or company with whom you have the contract or lease

State what the contract or lease is for

2.1	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____
2.2	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____
2.3	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____
2.4	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____
2.5	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**Additional Page if You Have More Contracts or Leases**

Person or company with whom you have the contract or lease

What the contract or lease is for

22	<p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	
2.	<p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	
2.	<p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	
2.	<p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	
2.	<p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	
2.	<p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	
2.	<p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	



page 1 of \_\_\_\_\_

Debtor 1 **THEYA** **PRAKASHINI** **KANAGARATNAM**  
First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**Additional Page to List More Codebtors**

**Column 1: Your codebtor**

**Column 2: The creditor to whom you owe the debt**

Check all schedules that apply:

<p>3. <u>  </u></p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	<p><input type="checkbox"/> Schedule D, line _____</p> <p><input type="checkbox"/> Schedule E/F, line _____</p> <p><input type="checkbox"/> Schedule G, line _____</p>
<p>3. <u>  </u></p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	<p><input type="checkbox"/> Schedule D, line _____</p> <p><input type="checkbox"/> Schedule E/F, line _____</p> <p><input type="checkbox"/> Schedule G, line _____</p>
<p>3. <u>  </u></p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	<p><input type="checkbox"/> Schedule D, line _____</p> <p><input type="checkbox"/> Schedule E/F, line _____</p> <p><input type="checkbox"/> Schedule G, line _____</p>
<p>3. <u>  </u></p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	<p><input type="checkbox"/> Schedule D, line _____</p> <p><input type="checkbox"/> Schedule E/F, line _____</p> <p><input type="checkbox"/> Schedule G, line _____</p>
<p>3. <u>  </u></p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	<p><input type="checkbox"/> Schedule D, line _____</p> <p><input type="checkbox"/> Schedule E/F, line _____</p> <p><input type="checkbox"/> Schedule G, line _____</p>
<p>3. <u>  </u></p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	<p><input type="checkbox"/> Schedule D, line _____</p> <p><input type="checkbox"/> Schedule E/F, line _____</p> <p><input type="checkbox"/> Schedule G, line _____</p>
<p>3. <u>  </u></p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	<p><input type="checkbox"/> Schedule D, line _____</p> <p><input type="checkbox"/> Schedule E/F, line _____</p> <p><input type="checkbox"/> Schedule G, line _____</p>
<p>3. <u>  </u></p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p>	<p><input type="checkbox"/> Schedule D, line _____</p> <p><input type="checkbox"/> Schedule E/F, line _____</p> <p><input type="checkbox"/> Schedule G, line _____</p>

**Fill in this information to identify your case:**

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Debtor 2  
 (Spouse, if filing)                                                                 
First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District of California

Case number 24-40209 WJL 7  
 (If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

            
MM / DD / YYYY

Official Form 1061

**Schedule I: Your Income**

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Employment****1. Fill in your employment information.**

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

**Employment status****Debtor 1**

- ☒ Employed  
☐ Not employed

**Debtor 2 or non-filing spouse**

- ☐ Employed  
☐ Not employed

**Occupation**Driver - Contractor**Employer's name**UBER & LYFT**Employer's address**2316 Lakeshore AvenueNumber Street#16Number Street

Oakland CA 94606  
City State ZIP Code

                                                                
City State ZIP Code

How long employed there? 7 Months7 Months**Part 2: Give Details About Monthly Income**

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

**2. List monthly gross wages, salary, and commissions** (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

**For Debtor 1**

2. \$ 2,700.00

**For Debtor 2 or non-filing spouse**

2. \$                     

**3. Estimate and list monthly overtime pay.**3. + \$                     + \$                     **4. Calculate gross income.** Add line 2 + line 3.4. \$ 2,700.00\$

Debtor 1

THEYA

PRAKASHINI

KANAGARATNAM

Case number (if known) 24-40209 WJL 7

First Name Middle Name Last Name

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here..... → 4.	\$ 2,700.00	\$
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ 0.00	\$
5b. Mandatory contributions for retirement plans	5b. \$ 0.00	\$
5c. Voluntary contributions for retirement plans	5c. \$ 0.00	\$
5d. Required repayments of retirement fund loans	5d. \$ 0.00	\$
5e. Insurance	5e. \$ 0.00	\$
5f. Domestic support obligations	5f. \$ 0.00	\$
5g. Union dues	5g. \$ 0.00	\$
5h. Other deductions. Specify: _____	5h. + \$ 0.00	+ \$
6. Add the payroll deductions. Add lines 5a + 5b + 5c + 5d + 5e + 5f + 5g + 5h.	6. \$ 0.00	\$
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ 2,700.00	\$
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ 1,300.00	\$
8b. Interest and dividends	8b. \$	\$
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$	\$
8d. Unemployment compensation	8d. \$	\$
8e. Social Security	8e. \$	\$
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$	\$
8g. Pension or retirement income	8g. \$	\$
8h. Other monthly income. Specify: <u>Loan Repayment</u>	8h. + \$ 350.00	+ \$
9. Add all other income. Add lines 8a + 8b + 8c + 8d + 8e + 8f + 8g + 8h.	9. \$ 1,650.00	\$
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ 4,350.00	\$
11. State all other regular contributions to the expenses that you list in <b>Schedule J</b> . Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in <b>Schedule J</b> . Specify: _____		
11. + \$		
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Your Assets and Liabilities and Certain Statistical Information</i> , if it applies		12. \$ 4,350.00 Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? <input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes. Explain: <u>Expect Work More Hours</u>		



**Fill in this information to identify your case:**

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Debtor 2  
 (Spouse, if filing)                                                                 
First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District of California

Case number 24-40209 WJL 7  
 (If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

## Official Form 106J

**Schedule J: Your Expenses**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Your Household****1. Is this a joint case?**

- ☒ No. Go to line 2.
- ☐ Yes. Does Debtor 2 live in a separate household?
- ☐ No
- ☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

**2. Do you have dependents?**

Do not list Debtor 1 and Debtor 2.

Do not state the dependents' names.

- ☒ No
- ☐ Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dependent's age

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Does dependent live with you?

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

**3. Do your expenses include expenses of people other than yourself and your dependents?**

- ☒ No
- ☐ Yes

**Part 2: Estimate Your Ongoing Monthly Expenses**

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

**Your expenses****4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.**

4. \$ \_\_\_\_\_

If not included in line 4:

4a. Real estate taxes	4a. \$ <u>690.00</u>
4b. Property, homeowner's, or renter's insurance	4b. \$ _____
4c. Home maintenance, repair, and upkeep expenses	4c. \$ <u>60.00</u>
4d. Homeowner's association or condominium dues	4d. \$ <u>1,200.00</u>

Debtor 1 **THEYA PRAKASHINI KANAGARATNAM**  
First Name Middle Name Last Name

Case number (if known) **24-40209 WJL 7**

	<b>Your expenses</b>
5. Additional mortgage payments for your residence, such as home equity loans	5. \$ _____
6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ <u>90.00</u>
6b. Water, sewer, garbage collection	6b. \$ _____
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>100.00</u>
6d. Other. Specify: _____	6d. \$ _____
7. Food and housekeeping supplies	7. \$ <u>575.00</u>
8. Childcare and children's education costs	8. \$ _____
9. Clothing, laundry, and dry cleaning	9. \$ <u>50.00</u>
10. Personal care products and services	10. \$ <u>25.00</u>
11. Medical and dental expenses	11. \$ <u>50.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>410.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ _____
14. Charitable contributions and religious donations	14. \$ _____
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ _____
15b. Health insurance	15b. \$ _____
15c. Vehicle insurance	15c. \$ <u>120.00</u>
15d. Other insurance. Specify: _____	15d. \$ _____
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$ _____
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ _____
17b. Car payments for Vehicle 2	17b. \$ _____
17c. Other. Specify: _____	17c. \$ _____
17d. Other. Specify: _____	17d. \$ _____
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$ _____
19. Other payments you make to support others who do not live with you. Specify: _____	19. \$ _____
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ _____
20b. Real estate taxes	20b. \$ _____
20c. Property, homeowner's, or renter's insurance	20c. \$ _____
20d. Maintenance, repair, and upkeep expenses	20d. \$ _____
20e. Homeowner's association or condominium dues	20e. \$ _____

Debtor 1 **THEYA** **PRAKASHINI** **KANAGARATNAM**  
First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

21. Other. Specify: \_\_\_\_\_

21. +\$ \_\_\_\_\_

**22. Calculate your monthly expenses.**

22a. Add lines 4 through 21.

22a. \$ 3,370.00

22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2

22b. \$ \_\_\_\_\_

22c. Add line 22a and 22b. The result is your monthly expenses.

22c. \$ 3,370.00

**23. Calculate your monthly net income.**

23a. Copy line 12 (your combined monthly income) from Schedule I.

23a. \$ 4,350.00

23b. Copy your monthly expenses from line 22c above.

23b. -\$ 3,370.00

23c. Subtract your monthly expenses from your monthly income.  
The result is your *monthly net income*.

23c. \$ 980.00

**24. Do you expect an increase or decrease in your expenses within the year after you file this form?**

For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

☒ No.

☐ Yes.

Explain here:





**Fill in this information to identify your case:**

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Debtor 2  
 (Spouse, if filing)     
First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District of California

Case number 24-40209 WJL 7  
 (If known)

☐ Check if this is an amended filing

**Official Form 107****Statement of Financial Affairs for Individuals Filing for Bankruptcy**

04/22

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Give Details About Your Marital Status and Where You Lived Before****1. What is your current marital status?**

- ☐ Married  
☒ Not married

**2. During the last 3 years, have you lived anywhere other than where you live now?**

- ☒ No  
☐ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1:	Dates Debtor 1 lived there	Debtor 2:	Dates Debtor 2 lived there
		<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1
Number <u>                    </u> Street <u>                    </u>	From <u>          </u> To <u>          </u>	Number <u>                    </u> Street <u>                    </u>	From <u>          </u> To <u>          </u>
City <u>                    </u> State <u>          </u> ZIP Code <u>          </u>		City <u>                    </u> State <u>          </u> ZIP Code <u>          </u>	
		<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1
Number <u>                    </u> Street <u>                    </u>	From <u>          </u> To <u>          </u>	Number <u>                    </u> Street <u>                    </u>	From <u>          </u> To <u>          </u>
City <u>                    </u> State <u>          </u> ZIP Code <u>          </u>		City <u>                    </u> State <u>          </u> ZIP Code <u>          </u>	

**3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)**

- ☐ No  
☒ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

**Part 2: Explain the Sources of Your Income**

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
 First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?**

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities.

If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

☐ No

☒ Yes. Fill in the details.

	Debtor 1	Debtor 2
	Sources of income Check all that apply.	Sources of income Check all that apply.
	Gross income (before deductions and exclusions)	Gross income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business
	\$ 4,336.00	\$
For last calendar year: (January 1 to December 31, <u>2023</u> ) YYYY	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business
	\$ 16,894.00	\$
For the calendar year before that: (January 1 to December 31, <u>2022</u> ) YYYY	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business
	\$ 0.00	\$

**5. Did you receive any other income during this year or the two previous calendar years?**

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

☐ No

☒ Yes. Fill in the details.

	Debtor 1	Debtor 2
	Sources of income Describe below.	Sources of income Describe below.
	Gross income from each source (before deductions and exclusions)	Gross income from each source (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	Rent	
	\$ 2,600.00	\$
		\$
		\$
For last calendar year: (January 1 to December 31, <u>2023</u> ) YYYY	Rent	
	\$ 15,600.00	\$
		\$
		\$
For the calendar year before that: (January 1 to December 31, <u>2022</u> ) YYYY	Rent	
	\$ 12,200.00	\$
		\$
		\$

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**Part 3: List Certain Payments You Made Before You Filed for Bankruptcy**

**6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**

- ☒ No. Neither Debtor 1 nor Debtor 2 has primarily consumer debts. *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$7,575\* or more?

- ☒ No. Go to line 7.

- ☐ Yes. List below each creditor to whom you paid a total of \$7,575\* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

\* Subject to adjustment on 4/01/25 and every 3 years after that for cases filed on or after the date of adjustment.

- ☐ Yes. Debtor 1 or Debtor 2 or both have primarily consumer debts.

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- ☐ No. Go to line 7.

- ☐ Yes. List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

	Dates of payment	Total amount paid	Amount you still owe	Was this payment for...
Creditor's Name		\$	\$	<input type="checkbox"/> Mortgage
Number Street				<input type="checkbox"/> Car
				<input type="checkbox"/> Credit card
City State ZIP Code				<input type="checkbox"/> Loan repayment
				<input type="checkbox"/> Suppliers or vendors
				<input type="checkbox"/> Other
Creditor's Name		\$	\$	<input type="checkbox"/> Mortgage
Number Street				<input type="checkbox"/> Car
				<input type="checkbox"/> Credit card
City State ZIP Code				<input type="checkbox"/> Loan repayment
				<input type="checkbox"/> Suppliers or vendors
				<input type="checkbox"/> Other
Creditor's Name		\$	\$	<input type="checkbox"/> Mortgage
Number Street				<input type="checkbox"/> Car
				<input type="checkbox"/> Credit card
City State ZIP Code				<input type="checkbox"/> Loan repayment
				<input type="checkbox"/> Suppliers or vendors
				<input type="checkbox"/> Other

Debtor 1 THEYA PRAKASHINI KANAGARATNAM Case number (if known) 24-40209 WJL 7  
 First Name Middle Name Last Name

**7. Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**

*Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.*

☒ No

☐ Yes. List all payments to an insider.

	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
Insider's Name		\$	\$	
Number Street				
City State ZIP Code				
Insider's Name		\$	\$	
Number Street				
City State ZIP Code				

**8. Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**

*Include payments on debts guaranteed or cosigned by an insider.*

☒ No

☐ Yes. List all payments that benefited an insider.

	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
Insider's Name		\$	\$	
Number Street				
City State ZIP Code				
Insider's Name		\$	\$	
Number Street				
City State ZIP Code				



Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**Part 4: Identify Legal Actions, Repossessions, and Foreclosures**

**9. Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**

List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No  
☒ Yes. Fill in the details.

	Nature of the case	Court or agency	Status of the case
Case title <u>Kanagaratnam v. CENL</u> <u>3:23-cv-02637-JD</u>  Case number _____	Complaint for verification of standing or release claim	District Court, Northern California Court Name 450 Golden Gate Avenue Number Street San Francisco CA 94102 City State ZIP Code	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Case title <u>Kanagaratnam v. SELEN</u>  Case number <u>24CV061740</u>		Alameda County Superior Court Court Name 1225 Fallon Street Number Street Oakland, CA 94612 City State ZIP Code	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

**10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**

Check all that apply and fill in the details below.

- ☒ No. Go to line 11.  
☐ Yes. Fill in the information below.

	Describe the property	Date	Value of the property
Creditor's Name _____ Number Street _____ City State ZIP Code _____	<div style="border: 1px solid black; height: 50px; width: 100%;"></div>	_____	\$ _____
	<b>Explain what happened</b> <input type="checkbox"/> Property was repossessed. <input type="checkbox"/> Property was foreclosed. <input type="checkbox"/> Property was garnished. <input type="checkbox"/> Property was attached, seized, or levied.		
Creditor's Name _____ Number Street _____ City State ZIP Code _____	<div style="border: 1px solid black; height: 50px; width: 100%;"></div>	_____	\$ _____
	<b>Explain what happened</b> <input type="checkbox"/> Property was repossessed. <input type="checkbox"/> Property was foreclosed. <input type="checkbox"/> Property was garnished. <input type="checkbox"/> Property was attached, seized, or levied.		

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- ☒ No  
☐ Yes. Fill in the details.

Describe the action the creditor took		Date action was taken	Amount
Creditor's Name			\$
Number Street			
City State ZIP Code			
Last 4 digits of account number: XXXX-__ __ __ __			

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- ☐ No  
☐ Yes

#### Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- ☒ No  
☐ Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person

Person to Whom You Gave the Gift

Number Street

City State ZIP Code

Person's relationship to you

Describe the gifts

Dates you gave the gifts

Value

\$

\$

Gifts with a total value of more than \$600 per person

Person to Whom You Gave the Gift

Number Street

City State ZIP Code

Person's relationship to you

Describe the gifts

Dates you gave the gifts

Value

\$

\$

Debtor 1 THEYA PRAKASHINI KANAGARATNAM Case number (if known) 24-40209 WJL 7  
First Name Middle Name Last Name

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- ☒ No  
☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities  
that total more than \$600

Describe what you contributed

Date you  
contributed

Value

Charity's Name

Number Street

City State ZIP Code

\$ \_\_\_\_\_

\$ \_\_\_\_\_

#### Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- ☒ No  
☐ Yes. Fill in the details.

Describe the property you lost and  
how the loss occurred

Describe any insurance coverage for the loss

Include the amount that insurance has paid. List pending insurance  
claims on line 33 of *Schedule A/B: Property*.

Date of your  
loss

Value of property  
lost

\$ \_\_\_\_\_

#### Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- ☒ No  
☐ Yes. Fill in the details.

Description and value of any property transferred

Date payment or  
transfer was  
made

Amount of payment

Person Who Was Paid

Number Street

City State ZIP Code

Email or website address

Person Who Made the Payment, if Not You

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Debtor 1 THEYA PRAKASHINI KANAGARATNAM Case number (if known) 24-40209 WJL 7  
First Name Middle Name Last Name

Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Person Who Was Paid _____ Number _____ Street _____ _____ City _____ State _____ ZIP Code _____ Email or website address _____ Person Who Made the Payment, if Not You _____	_____	\$ _____
	_____	\$ _____

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?  
 Do not include any payment or transfer that you listed on line 16.

- ☒ No  
☐ Yes. Fill in the details.

Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Person Who Was Paid _____ Number _____ Street _____ _____ City _____ State _____ ZIP Code _____	_____	\$ _____
	_____	\$ _____

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?  
 Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property).  
 Do not include gifts and transfers that you have already listed on this statement.

- ☒ No  
☐ Yes. Fill in the details.

Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Person Who Received Transfer _____ Number _____ Street _____ _____ City _____ State _____ ZIP Code _____ Person's relationship to you _____		_____
Person Who Received Transfer _____ Number _____ Street _____ _____ City _____ State _____ ZIP Code _____ Person's relationship to you _____		_____



Debtor 1 THEYA PRAKASHINI KANAGARATNAM Case number (if known) 24-40209 WJL 7  
First Name Middle Name Last Name

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

- ☒ No  
☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date transfer was made

**Part 8: List Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units**

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- ☐ No  
☒ Yes. Fill in the details.

Name of Financial Institution	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
Mountain America Credit Union Name of Financial Institution P.O. Box 2331 Number Street Sandy UT 84091 City State ZIP Code	XXXX- _ _ _ _	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money market <input type="checkbox"/> Brokerage <input type="checkbox"/> Other	04/30/2023	\$ 191.81
_____ Name of Financial Institution _____ Number Street _____ 84091 City State ZIP Code	XXXX- _ _ _ _	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money market <input type="checkbox"/> Brokerage <input type="checkbox"/> Other	_____	\$ _____

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- ☒ No  
☐ Yes. Fill in the details.

Name of Financial Institution	Who else had access to it?	Describe the contents	Do you still have it?
_____ Name of Financial Institution _____ Number Street _____ City State ZIP Code	_____ Name _____ Number Street _____ City State ZIP Code		<input type="checkbox"/> No <input type="checkbox"/> Yes

Debtor 1 THEYA PRAKASHINI KANAGARATNAM  
First Name Middle Name Last Name

Case number (if known) 24-40209 WJL 7

**22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?**

☒ No

☐ Yes. Fill in the details.

Name of Storage Facility	Who else has or had access to it?	Describe the contents	Do you still have it?
Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____		<input type="checkbox"/> No <input type="checkbox"/> Yes

**Part 9: Identify Property You Hold or Control for Someone Else**

**23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.**

☒ No

☐ Yes. Fill in the details.

Owner's Name	Where is the property?	Describe the property	Value
Owner's Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____	Number _____ Street _____ City _____ State _____ ZIP Code _____		\$ _____

**Part 10: Give Details About Environmental Information**

For the purpose of Part 10, the following definitions apply:

- **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

**24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?**

☒ No

☐ Yes. Fill in the details.

Name of site	Governmental unit	Environmental law, if you know it	Date of notice
Name of site _____ Number _____ Street _____ City _____ State _____ ZIP Code _____	Governmental unit _____ Number _____ Street _____ City _____ State _____ ZIP Code _____		_____

Debtor 1 THEYA PRAKASHINI KANAGARATNAM Case number (if known) 24-40209 WJL 7  
 First Name Middle Name Last Name

25. Have you notified any governmental unit of any release of hazardous material?

- ☒ No  
☐ Yes. Fill in the details.

Governmental unit		Environmental law, if you know it	Date of notice
Name of site	Governmental unit		
Number Street	Number Street		
City State ZIP Code	City State ZIP Code		

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☒ No  
☐ Yes. Fill in the details.

Case title	Court or agency	Nature of the case	Status of the case
	Court Name		<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
	Number Street		
Case number	City State ZIP Code		

**Part 11: Give Details About Your Business or Connections to Any Business**

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time  
☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)  
☐ A partner in a partnership  
☐ An officer, director, or managing executive of a corporation  
☐ An owner of at least 5% of the voting or equity securities of a corporation

- ☒ No. None of the above applies. Go to Part 12.  
☐ Yes. Check all that apply above and fill in the details below for each business.

Business Name	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
Number Street		EIN: _____
City State ZIP Code	Name of accountant or bookkeeper	Dates business existed
		From _____ To _____
Business Name	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
Number Street		EIN: _____
City State ZIP Code	Name of accountant or bookkeeper	Dates business existed
		From _____ To _____

Debtor 1 THEYA PRAKASHINI KANAGARATNAM Case number (if known) 24-40209 WJL 7  
First Name Middle Name Last Name

Describe the nature of the business Business Name _____ Number Street _____ _____ City State ZIP Code _____		Employer Identification number Do not include Social Security number or ITIN. EIN: _____ - _____ Dates business existed From _____ To _____
Name of accountant or bookkeeper _____ _____ _____		

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- ☐ No  
☐ Yes. Fill in the details below.

Date issued \_\_\_\_\_

Name \_\_\_\_\_ MM / DD / YYYY  
 Number Street \_\_\_\_\_  
 \_\_\_\_\_  
 City State ZIP Code \_\_\_\_\_

### Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

x Theya Kanagal  
 Signature of Debtor 1

x \_\_\_\_\_  
 Signature of Debtor 2

Date 02/27/2024

Date \_\_\_\_\_

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- ☐ No  
☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- ☐ No  
☐ Yes. Name of person \_\_\_\_\_ Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).



Addendum to Form 107 –

Part 4 – Question 9:

1. Small Claims Case:

Theya Kanagaratnam v. MTC Financial Inc, DBA TRUSTEE CORPS

Case#: 24SC059612

Without vetting standing of some third party , TRUSTEE CORPS recorded Notice of Default/Notice of Sale

2. Small Claims Case:

Theya Kanagaratnam v. National Default Servicing Corporation (NDSC)

Case#: 23SC048440

Without vetting standing of some third party , NDSC recorded Notice of Default/Notice of Sale

# EXHIBIT H

Form FIND

**UNITED STATES BANKRUPTCY COURT  
California Northern Bankruptcy Court**

In	Theya Prakashini Kanagaratnam	Case No.: 24-40209 WJL 7
Re:	Debtor(s)	Chapter: 7

**FINAL DECREE**

The estate of the above named debtor has been fully administered.

☐ The deposit required by the plan has been distributed.

**IT IS ORDERED THAT:**

☒ Paul Mansdorf is discharged as trustee of the estate of the above-named debtor and the bond is canceled.

☒ the chapter 7 case of the above-named debtor is closed;

and

☐ Other

Dated: 7/28/25

By the Court:

William J. Lafferty  
United States Bankruptcy Judge

## Notice Recipients

District/Off: 0971-4

User: admin

Date Created: 7/28/2025

Case: 24-40209

Form ID: FIND

Total: 3

### Recipients of Notice of Electronic Filing:

ust	Office of the U.S. Trustee/Oak	USTPRegion17.OA.ECF@usdoj.gov
tr	Paul Mansdorf	paul@mansdorftrustee.com

TOTAL: 2

### Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Theya Prakashini Kanagaratnam	2316 Lakeshore Avenue #16	Oakland, CA 94606
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TOTAL: 1



**END OF  
EXHIBITS**